

## **AGENDA**

### **BOARD OF MAYOR AND ALDERMEN**

**May 18, 2004**

**7:30 PM  
Aldermanic Chambers  
City Hall (3<sup>rd</sup> Floor)**

1. Mayor Baines calls the meeting to order.
2. The Clerk calls the roll.
3. Mayor Baines to present Key to the City and Proclamation to Ira "Jack" Royer.

### **CONSENT AGENDA**

4. Mayor Baines advises if you desire to remove any of the following items from the Consent Agenda, please so indicate. If none of the items are to be removed, one motion only will be taken at the conclusion of the presentation.

### **Ratify and Confirm Poll Conducted**

- A. Approving a request of the Director of Youth Services to apply for an OJJDP Delinquency Prevention Formula Grant through the State of NH for the Wrap for Youth Resiliency (WYR) Project.  
(Aldermen Roy, Gatsas, Guinta, Sysyn, Osborne, Porter, Shea, DeVries, Garrity, Smith, Thibault, Lopez and O'Neil voted yea. Alderman Forest was unavailable.)

### **Approve Under Supervision of the Department of Highways**

- B. PSNH Petition #11-993 located on Orange Street;  
PSNH Petition #11-994 located on Jennas Way;  
PSNH Petition #11-995 located on Sheffield Road;  
PSNH Petition #11-996 located on Calef Road; and  
PSNH Petition #11-997 located on Stockholm Street.

- H. Communication from Deputy City Clerk Johnson requesting a transfer of \$34,620 from Contingency for voting machine upgrade/replacements.

## **REPORTS OF COMMITTEES**

### **COMMITTEE ON COMMUNITY IMPROVEMENT**

- I. Recommending that the Board approve expediting four infrastructure improvement bond projects totaling \$720,000 from the FY2005 proposed CIP as follows:

Street Reconstruction	\$145,000
Brown Avenue	\$175,000
Discretionary Sidewalks	\$350,000
50/50 Program	\$50,000

and for such purpose an amending resolution and bond resolution have been submitted.

- J. Recommending that the Board authorize transfer and expenditure of funds in the amount of \$47,358 (CDBG) for FY2003 CIP 610403 Downtown Municipal Infrastructure Project, and for such purpose a resolution and budget authorizations have been submitted.
- K. Recommending that the Board authorize transfer and expenditure of funds in the amount of \$25,098.98 (CDBG) for FY2004 CIP 510604 Neighborhood Playground Rehabilitation Project, and for such purpose a resolution and budget authorizations have been submitted.
- L. Recommending that a request from Parks, Recreation & Cemetery to procure two vehicles through the State of NH procurement process to replace a 1988 panel van and a 1987 station wagon be approved.
- M. Advising that it has approved a request from Bruce Thomas of the Highway Department to complete various projects enclosed herein as part of the City's Chronic Drain Program, subject to availability of funding.

### **COMMITTEE ON FINANCE**

- N.** Recommending that the Police Department be authorized to purchase ten (10) vehicles at a cost of up to \$230,000 and that the Mayor be requested to authorize a transfer of funds to cover the cost from the Police Department's Fiscal Year 2004 budget, subject to certification by the Finance Officer that funds are available.

### **COMMITTEE ON JOINT SCHOOL BUILDINGS**

- O.** Advising that it has authorized an expenditure of up to \$381,106 from the School Facilities Improvement Project's contingency account to cover costs associated with the addition of constructing two stairwells in the additions at Southside and Hillside Middle Schools. The Committee further notes that it has referred this matter to the City Solicitor for a ruling as to who is responsible for funding.

### **COMMITTEE ON LANDS AND BUILDINGS**

- P.** Recommending that a lease agreement, as enclosed herein, between the City of Manchester and the Manchester Artist Association for space in The McNinch Family Gallery located at 1528 Elm Street be granted and approved, and that the Mayor be authorized to execute same, subject to the review and approval of the City Solicitor.

### **COMMITTEE ON TRAFFIC/PUBLIC SAFETY**

- Q.** Recommending that:
- 1) the current Center of NH Garage Operating Agreement be extended to June 30, 2004; and
  - 2) the Operating Agreement renewal effective July 1, 2004, enclosed herein, be accepted; and
  - 3) the Mayor be authorized to execute said agreement subject to review and approval of the City Solicitor.
- R.** Recommending that regulations governing standing, stopping, parking and operation of vehicles be adopted and put into effect when duly advertised and posted.

**LADIES AND GENTLEMEN, HAVING READ THE CONSENT AGENDA, A MOTION WOULD BE IN ORDER THAT THE CONSENT AGENDA BE APPROVED.**

5. Nominations to be presented by Mayor Baines, if available.
6. Mayor Baines advises that a motion is in order to recess the regular meeting to allow the Committee on Finance to meet.
7. Mayor Baines calls the meeting back to order.

**OTHER BUSINESS**

8. Report of the Committee on Finance, if available.  
**Ladies and Gentlemen, what is your pleasure?**
9. Report of the Committee on Community Improvement, if available.  
**Ladies and Gentlemen, what is your pleasure?**
10. Report of the Committee on Human Resources/Insurance, if available.  
**Ladies and Gentlemen, what is your pleasure?**
11. Report of Committee on Traffic, if available.  
**Ladies and Gentlemen, what is your pleasure?**
12. Communication from Alderman Gatsas requesting MDC appear before the Board to discuss liabilities relating to the Bridge and Elm Streets project in light of a recent *Union Leader* article.  
**Ladies and Gentlemen, what is your pleasure?**

**13. Appropriating Resolutions: (A motion is in order to read by titles only.)**

“A Resolution appropriating to the Manchester School District the sum of \$138,500,000 for the Fiscal Year 2005.”

“A Resolution appropriating to the Manchester School Food and Nutrition Services Program the sum of \$5,162,270 from School Food and Nutrition Services Revenues for Fiscal Year 2005.”

**These Resolutions having had their final readings by titles only, the question is on passing same to be Enrolled.**

**14. Resolutions: (A motion is in order to read by titles only.)**

“Establishing a Manchester School District Capital Projects Expendable Trust.”

“Establishing a Manchester School District Facilities Maintenance and Repair Expendable Trust.”

“Establishing a Manchester School District Health Maintenance Expendable Trust.”

“Establishing a Manchester School District Athletic Equipment Expendable Trust.”

“Establishing a Manchester School District Special Education Expendable Trust.”

**These Resolutions having had their final readings by titles on the question is on passing same to be Enrolled.**

**15. Resolutions: (A motion is to read by titles only.)**

“Amending the FY 2004 Community Improvement Program, authorizing and appropriating funds in the amount of Seven Hundred Seventy Thousand Dollar (\$770,000) for FY2004 CIP 713204 Public Works ROW Improvement Project.”

“Amending the FY2000 and 2003 Community Improvement Programs, transferring, authorizing and appropriating funds in the amount of Forty Seven Thousand Three Hundred Fifty Eight Dollars (\$47,358) for FY2003 CIP 610403 Downtown Municipal Infrastructure Project.”

“Amending the FY2004 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Twenty Five Thousand Ninety Eight Dollars and Ninety Eight Cents (\$25,098.98) for FY2004 CIP 510604 Neighborhood Playground Rehabilitation Project.”

**These Resolutions having had their final readings by titles on the question is on passing same to be Enrolled.**

**16. NEW BUSINESS**

- a) Communications
- b) Aldermen

17. Mayor Baines advises that a motion is in order to recess the meeting for a negotiation strategy session.

18. Discussion of non-affiliated COLA's.

19. If there is no further business, a motion is in order to adjourn.



## CITY OF MANCHESTER

### Office of Youth Services

1528 Elm Street  
Manchester, NH 03101  
[www.manchesternh.gov](http://www.manchesternh.gov)

Tel (603) 624-6470  
Fax (603) 628-6285  
[oys@ci.manchester.nh.us](mailto:oys@ci.manchester.nh.us)

May 11, 2004

The Honorable Mayor and Board of Aldermen  
City of Manchester  
City Hall  
Manchester, NH 03101

Dear Mr. Mayor and Aldermen:

Please accept for your consideration the following project summary for the Wrap for Youth Resiliency (WRY) Project. The following attachment is a cover sheet for Fiscal Year 2005, the OJJDP Delinquency Prevention Formula Grant. Included in this document is a WYR Project Summary, along with a statement of Goals and Objectives for the Project. There is also a Statement of Total Project Cost, equaling one hundred and forty-three thousand, five hundred and forty-eight dollars (\$143,548.00). This figure represents a grant request of one hundred and thirteen thousand, two hundred and ten dollars (\$113,210.00), plus in-kind services in the amount of thirty thousand, three hundred and thirty-eight dollars (\$30,338.00).

The OJJDP Delinquency Formula Grant Program as a three year limit on funding. This extremely competitive grant funds at 100% the first year, 66% the second year, and at 33% in the third year.

The Office of Youth Services, in collaboration with the Manchester School District, the Manchester Police Department, and the Manchester Division of Juvenile Justice Services, is proposing to fund two youth services counselors to provide WYR Project services. The essence of this project is to intensify communication and coordination among the youth-serving and public safety agencies that work to reduce delinquency and delinquency-like behaviors among youth in our community.

By supporting this project, the Mayor and Board of Aldermen will be joining more than thirty-five youth-serving agencies and individual citizens throughout Manchester in our joint goal: to reduce juvenile delinquency, truancy and school drop-outs.

Should you have any questions or wish further information, please do not hesitate to call on me at 624-6470 or at [MBOLDIN@ManchesterNH.gov](mailto:MBOLDIN@ManchesterNH.gov).

Very truly yours,

  
Martin Boldin, LICSW, LADC, LCS  
Director

A

State of New Hampshire  
Department of Health and Human Services  
OJJDP Grant Proposal  
Cover Page

**Project Period:** October 1, 2004 - September 30, 2005

**Applicant (Name and Address)**

Marty Boldin, Director  
City of Manchester Office of Youth Services  
1528 Elm Street  
Manchester, NH 03101

**Project Title: The Wrap for Youth Resiliency Project**

**Project Summary:** The City of Manchester Office of Youth Services (OYS) is proposing multifaceted approach to reducing juvenile delinquency in the City. The Wrap for Youth Resiliency Project (WYR Project) has three main components.

First, each of the four Manchester School District Middle Schools (Hillside, Parkside, Southside and McLaughlin) will refer five students to the project. These twenty students will be referred to the WYR Project on the basis that they evidence histories of truancy and other behavioral problems that have interfered with their ability to be successful at school. WYR Project staff will work to establish communication networks between OYS, Manchester Police Department (MPD), Juvenile Probation and Parole Officers (JPPO), and all relevant school personnel. The purpose of these communications will be to coordinate understanding of student strengths and needs among all players who are likely to have contact with the student and their family. Furthermore, WYR Project staff will work to ensure strong communication between family and all appropriate personnel is facilitated via "Pre-Wrap" meetings. Finally, WYR Project staff will work to insure that appropriate resources are tapped to insure maximum use of the City's current service array for young people. As young people benefit from the project (i.e. reduced problematic behavior in school and increased pro-social behaviors at school, community and home), they will be placed on "Cool" status where they will receive intermittent follow-up. As students are moved to "Cool" status, new referrals will be accepted into the WYR Project to maintain program census. Students and families participating in this part of the WYR project are predicted to increase school attendance over previous year's performance by 50%; decrease in school suspensions and disciplinary issues in the school by 50% over the previous year's performance; and improve academic performance in school by 20% as measured by increases grade averages as compared to previous year's performance. Ultimately, by improving attendance and consistency in expectations at home, school and the community, these participants will decrease their likelihood of engaging in more problematic behavior later in life. According to several studies (Heaviside et al., 1998) (Garry, 1996; Roderick et al., 1997) (Kelley et al., 1997) (Snyder and Sickmund, 1995)(U.S. Department of Education, 1993), preventing truancy, problematic behavior in schools and increasing academic performance provide significant protective factors for reducing the likelihood of delinquency.

Second, WYR Project staff will work closely with staff at OYS, MPD Juvenile Division and the Manchester School District to have "Hot-Wrap" meetings for young people at risk of receiving CHINS petitions. For example, at OYS, the WYR Project staff would review all children at risk of receiving a CHINS petition before the petition is filed with the Manchester District Court. WYR Project staff will be trained by CareNH staff on how to perform wrap-around meetings that are family driven, culturally competent and strength-based. Like "Pre-Wrap" services mentioned above, the "Hot-Wrap" process will communicate and coordinate services between all relevant players in the

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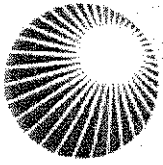
community. Over the last three years, the total number of CHINS petitions filed in the Manchester District Court almost doubled from (79) in 2001 to (134) in 2003. More importantly CHINS petitions represented 10% of all cases seen in 2001 and now represent 18% of all juvenile cases seen at the Court. The ultimate goal of these "Hot-Wraps" is to reduce the number of CHINS petitions filed with the Manchester District Court by 10% over the course of a calendar year. By the end of the 3<sup>rd</sup> quarter of the grant cycle in year one, it is projected that WYR Project staff will review approximately 20% to 30% of all CHINS petitions filed in the Manchester District Court. By invoking the "Hot-Wrap" process in this protocol, at the very least, JPPOs understanding of the case will be much enhanced thus insuring greater success of their interventions should the group decide to move forward with the CHINS process. If the group can work with the family and all relevant parties to avoid the CHINS process and seek remedy in the community by better coordinating resources, then the WYR Project will provide great relief to the court system and, more importantly, keep young people out of the criminal justice system.

Finally, WYR Project staff will work with JPPOs and staff at the Youth Development Center (YDC) to coordinate an "After-Wrap" process for young people leaving YDC and coming back to Manchester. In this phase of the program WYR Project staff would meet with staff at YDC with JPPOs 60 to 90 days in advance of the release of a young person who is scheduled to come back to Manchester. Again, all wrap-around services will follow the model stated in the previous two paragraphs. The goal of this series of "After-Wrap" meetings is to develop a plan that insures maximum success for a young person who is making the transition from a controlled environment to life in the community. After being released into the community, WYR Project staff would aide in all relevant communications between families, service providers, schools and families. Hopefully, this program will result in lower recidivism rates and higher rates of academic and social success for young people making this difficult transition. The Goals of this part of the WYR Project are to provide (3) "After-Wrap" meetings for (10) to (15) YDC residents that are scheduled to return to Manchester during FY2005. Each of these YDC residents will receive comprehensive bio-psycho-social planning to insure maximum likelihood that they will be able to make the transition from incarcerated life to life in the community with as much success as possible. Each plan will have measurable goals. All referrals will receive services for 2 or 3 months before they are released and WYR staff will work with JPPOs and all other relevant players for 6 months after the young person's release while measuring the effectiveness of the established plans. Goals for this section include having complete bio-psycho-social plans for 100% of program participants; having (2) pre-release and (4) post-release meetings for 80% of program participants; having 70% of all plan goals met for all persons who complete the "After-Wrap" process; and having 60% of all referrals complete the protocol.

The project will have a detailed implementation plan and a strong evaluation component. Evaluation will focus on analyzing incoming referrals, outgoing referral recommendations and outcomes related to an individualized treatment plan designed for each program participant. The program's success will be measured by the WYR Project team's ability to meet individualized goals with the family and the overall reduction of delinquency and delinquency-like behavior in each young person referred to the program. Productivity will also be measured throughout the project. In a project with so many facets, it will be critical to notice how time and resources are divided among the individual tasks. Finally, all partners to the project will also be asked to evaluate the program's strengths and weaknesses as it is implemented to aid their systems.

To accomplish these goals the City of Manchester Office of Youth Services will hire (2) Youth Services Counselors. These services will be supplemented by aid from (2) MSW Interns from the University of New Hampshire, Administrative Support and Clinical Supervision from the Director of the Office of Youth Services.

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**Public Service  
of New Hampshire**

The Northeast Utilities System

April 29, 2004

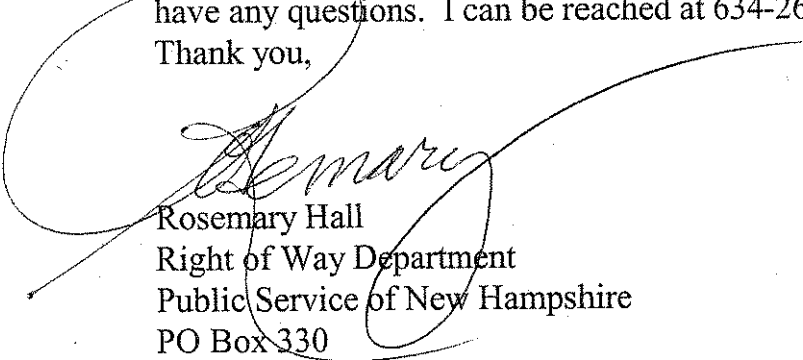
Office of the City Clerk  
City of Manchester  
1 City Hall Plaza  
Manchester, NH 03101-2097

Enclosed for your review are three Pole License Petitions 11-993, 11-994 and 11-995 for poles located on Orange Street, Jennas Way and on Sheffield Road.

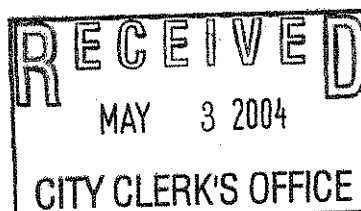
If approved, please have the License section signed by the proper authority. Keep the copy labeled "CITY" for your files, and return the remaining copies to me at the address below. All billing should be sent to this same address. If rejected, please return the documents to me with documentation as to why it was rejected so that I may notify our field personnel.

Appreciate your help in expediting these petitions. Please give me a call if you have any questions. I can be reached at 634-2626.

Thank you,

  
Rosemary Hall  
Right of Way Department  
Public Service of New Hampshire  
PO Box 330  
Manchester, NH 03105-9989

Enclosure(s)



B

PETITION AND POLE LICENSE  
PETITION

11-993  
*Tej*

  
Manchester, New Hampshire

April 16, 2004

To the Board of Selectman of the City of Manchester, New Hampshire.

PUBLIC SERVICE OF NEW HAMPSHIRE and VERIZON NEW ENGLAND, INC., request a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

One (1) pole 42/25 located on Orange Street in the City of Manchester.

VERIZON NEW ENGLAND, INC.

BY: *Kevin Hill*

PUBLIC SERVICE OF NEW HAMPSHIRE

BY: *Rosemary Hall*

Rosemary Hall, Right of Way

LICENSE

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

ORDERED

This \_\_\_\_\_ day of \_\_\_\_\_, 2004, that, PUBLIC SERVICE OF NEW HAMPSHIRE AND VERIZON NEW ENGLAND, INC. be and hereby are granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked "PUBLIC SERVICE OF NEW HAMPSHIRE and VERIZON NEW ENGLAND, INC." No. 11-993, dated March 9, 2004, attached to and made a part hereof.

City of Manchester, New Hampshire

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Received and entered in the records of the City of Manchester, New Hampshire, Book \_\_\_\_\_, Page \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

*B*

PETITION AND POLE LICENSE  
PETITION

11-994

Manchester, New Hampshire

April 16, 2004

To the Board of Selectman of the City of Manchester, New Hampshire.

PUBLIC SERVICE OF NEW HAMPSHIRE and VERIZON NEW ENGLAND, INC., request a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

Two (2) poles 1317/3Y and 197/1 located on Jennas Way in the City of Manchester.

VERIZON NEW ENGLAND, INC.

BY: \_\_\_\_\_

PUBLIC SERVICE OF NEW HAMPSHIRE

BY: \_\_\_\_\_

Rosemary Hall, Right of Way

LICENSE

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

ORDERED

This \_\_\_\_\_ day of \_\_\_\_\_, 2004, that, PUBLIC SERVICE OF NEW HAMPSHIRE AND VERIZON NEW ENGLAND, INC. be and hereby are granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked "PUBLIC SERVICE OF NEW HAMPSHIRE and VERIZON NEW ENGLAND, INC." No. 11-994, dated March 24, 2004, attached to and made a part hereof.

City of Manchester, New Hampshire

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Received and entered in the records of the City of Manchester, New Hampshire, Book \_\_\_\_\_, Page \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

PETITION AND POLE LICENSE  
PETITION

Manchester, New Hampshire

*City*  
April 16, 2004

To the Board of Selectman of the City of Manchester, New Hampshire.

PUBLIC SERVICE OF NEW HAMPSHIRE and VERIZON NEW ENGLAND, INC., request a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

Re-license one (1) pole 1085/1Y located on Sheffield Road in the City of Manchester.

VERIZON NEW ENGLAND, INC.

PUBLIC SERVICE OF NEW HAMPSHIRE

BY: *Glenn Mills*

BY: *Rosemary Hall*

Rosemary Hall, Right of Way

LICENSE

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

ORDERED

This \_\_\_\_\_ day of \_\_\_\_\_, 2004, that, PUBLIC SERVICE OF NEW HAMPSHIRE AND VERIZON NEW ENGLAND, INC. be and hereby are granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked "PUBLIC SERVICE OF NEW HAMPSHIRE and VERIZON NEW ENGLAND, INC." No. 11-995, dated March 17, 2004, attached to and made a part hereof.

City of Manchester, New Hampshire

BY: \_\_\_\_\_

BY: \_\_\_\_\_

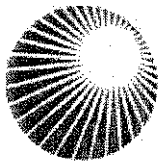
BY: \_\_\_\_\_

Received and entered in the records of the City of Manchester, New Hampshire, Book \_\_\_\_\_, Page \_\_\_\_\_

Date: *B*

ATTEST: \_\_\_\_\_

City Clerk



**Public Service  
of New Hampshire**

The Northeast Utilities System

April 30, 2004

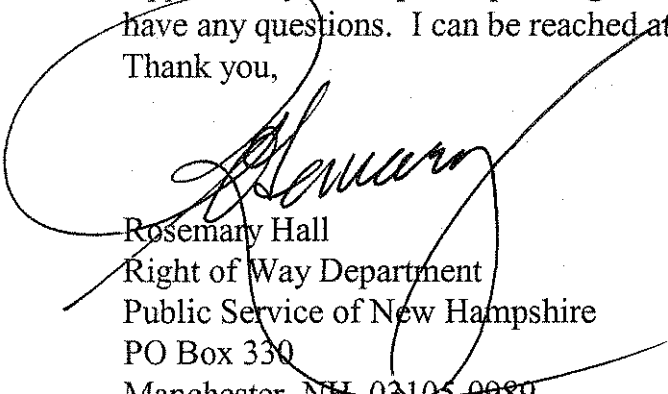
Office of the City Clerk  
City of Manchester  
1 City Hall Plaza  
Manchester, NH 03101-2097

Enclosed for your review are two Pole License Petitions 11-996 and 11-997 for poles located on Calef Road and on Stockholm Street.

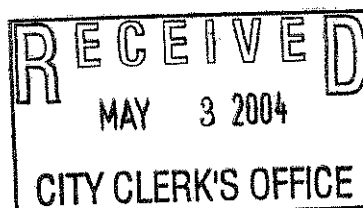
If approved, please have the License section signed by the proper authority. Keep the copy labeled "CITY" for your files, and return the remaining copies to me at the address below. All billing should be sent to this same address. If rejected, please return the documents to me with documentation as to why it was rejected so that I may notify our field personnel.

Appreciate your help in expediting these petitions. Please give me a call if you have any questions. I can be reached at 634-2626.

Thank you,

  
Rosemary Hall  
Right of Way Department  
Public Service of New Hampshire  
PO Box 330  
Manchester, NH 03105-9989

Enclosure(s)



B

PETITION AND POLE LICENSE  
PETITION

11-996

PSNH

Manchester, New Hampshire

April 26, 2004

To the Board of Selectman of the City of Manchester, New Hampshire.

PUBLIC SERVICE OF NEW HAMPSHIRE and VERIZON NEW ENGLAND, INC., request a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

Two (2) poles 39/19Y and 39/48A located on Calef Road in the City of Manchester.

VERIZON NEW ENGLAND, INC.

BY: [Signature]

PUBLIC SERVICE OF NEW HAMPSHIRE

BY: [Signature]  
Rosemary Hall, Right of Way

LICENSE

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

ORDERED

This \_\_\_\_\_ day of \_\_\_\_\_, 2004, that, PUBLIC SERVICE OF NEW HAMPSHIRE AND VERIZON NEW ENGLAND, INC. be and hereby are granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked "PUBLIC SERVICE OF NEW HAMPSHIRE and VERIZON NEW ENGLAND, INC." No. 11-996, dated March 16, 2000, attached to and made a part hereof.

City of Manchester, New Hampshire

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Received and entered in the records of the City of Manchester, New Hampshire, Book \_\_\_\_\_, Page \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk

B

PETITION AND POLE LICENSE  
PETITION

11-997

Manchester, New Hampshire

April 26, 2004

To the Board of Selectman of the City of Manchester, New Hampshire.

PUBLIC SERVICE OF NEW HAMPSHIRE and VERIZON NEW ENGLAND, INC., request a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

Two (2) poles - re-license 1132/1 and license 1132/Y located on Stockholm Street in the City of Manchester.

VERIZON NEW ENGLAND, INC.

BY: \_\_\_\_\_

PUBLIC SERVICE OF NEW HAMPSHIRE

BY: \_\_\_\_\_

Rosemary Hall, Right of Way

LICENSE

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

ORDERED

This \_\_\_\_\_ day of \_\_\_\_\_, 2004, that, PUBLIC SERVICE OF NEW HAMPSHIRE AND VERIZON NEW ENGLAND, INC. be and hereby are granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked "PUBLIC SERVICE OF NEW HAMPSHIRE and VERIZON NEW ENGLAND, INC." No. 11-997, dated January 21, 2003, attached to and made a part hereof.

City of Manchester, New Hampshire

BY: \_\_\_\_\_


BY: \_\_\_\_\_

BY: \_\_\_\_\_

Received and entered in the records of the City of Manchester, New Hampshire, Book \_\_\_\_\_, Page \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Clerk 



**MANCHESTER  
TRANSIT AUTHORITY**

110 ELM STREET, MANCHESTER, N.H. 03101-2799  
TELEPHONE: (603) 623-8801 • FAX: (603) 626-4512  
[www.mtabus.org](http://www.mtabus.org)



JOHN H. TRISCIANI, CHAIR  
DAVID F. JESPERSEN, VICE CHAIR  
EUGENE E. BOISVERT  
JULIE A. GUSTAFSON  
JOSEPH J. DESELLE

DAVID SMITH  
EXECUTIVE DIRECTOR

April 28, 2004

Mr. Leo Bernier, City Clerk  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101

Dear Leo,

The MTA Commissioners held a Commission Meeting on Tuesday, April 27, 2004. Enclosed are sixteen copies of the approved Minutes of our March 30, 2004 Commission Meeting, as well as the Financial and Ridership Reports for the month of March 2004.

The next scheduled Commission Meeting will be Tuesday, May 25, 2004 at 5:00 PM.

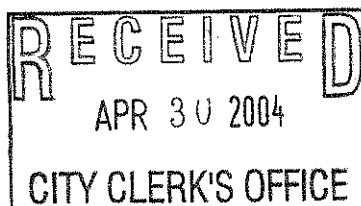
If you should have any questions, please feel free to contact me at extension 612.

Very truly yours,

David Smith  
Executive Director

DS:cr

Enclosures



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**MANCHESTER  
TRANSIT AUTHORITY**

110 ELM STREET, MANCHESTER, N.H. 03101-2799  
TELEPHONE: (603) 623-8801 • FAX: (603) 626-4512  
[www.mtabus.org](http://www.mtabus.org)



JOHN H. TRISCIANI, CHAIR  
DAVID F. JESPERSEN, VICE CHAIR  
EUGENE E. BOISVERT  
JULIE A. GUSTAFSON  
JOSEPH J. DESELLE

DAVID SMITH  
EXECUTIVE DIRECTOR

**Manchester Transit Authority**

**March 30, 2004 Commission Meeting**

**MEMBERS PRESENT:**

Chairman John H. Trisciani  
Vice Chairman David F. Jespersen  
Commissioner Eugene E. Boisvert  
Commissioner Julie A. Gustafson  
Commissioner Joseph J. Deselle

**PERSONNEL PRESENT:**

David Smith, Executive Director  
Robert Jeniski, Assistant Director  
William J. Cantwell, Supt. of Administration  
Paul Beauregard, Asst. Superintendent of Maintenance  
Karyn Porter, Operations Planning Manager

**OTHERS PRESENT:**

ATU Local 717 School Bus Operators

1. a. Chairman TRISCIANI called the meeting to order at 5:05 PM.
- b. **Minutes of March 1, 2004 Commission Meeting.** BOISVERT made a motion to approve the Minutes of the March 1, 2004 Meeting. Seconded by GUSTAFSON. All Commissioners in favor.

**MANAGEMENT REPORTS**

2. a. **Financial Report for February 2004.** BOISVERT made a motion to approve the Financial Report for February 2004. Seconded by DESELLE. All Commissioners in favor.  
  
**Transit Operation:** CANTWELL reported total revenue was \$12,000 under budget, while operating revenue is \$5,230 over budget. Farebox income averaged \$3,750 per weekly deposit, with ticket sales showing an increase. He indicated year-to-date revenue is \$59,000 behind the budget. The City's subsidy shortfall

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against the budget is \$82,109 but is offset with the increase in operational revenue to \$54,000.

Expenses for February are \$20,371 less than budgeted. Payroll allocations of \$5,200 in wages have been moved from the transit and maintenance operations to the school operation. Utilities are over budget this month (75% utility costs are incurred during the months of January and February) but will fall in line from now until June. Year-to-date expenses are \$33,239 under budget; -1.7%.

School Revenue: Revenue for February was up \$18,184 due to the increase in billable buses, while monthly expenses were \$16,236 more than budgeted.

Reallocating maintenance and transit wages has helped reduced this variance.

Expenses year-to-date are \$63,334 under budget. Spring charter work will increase payroll, which will reduce budget variance.

Commissioners had no questions on the Balance Sheet.

The Board reviewed the Income Statement with BOISVERT questioning transit overtime wages. JENISKI explained some overtime incurred due to extra StepSaver work and a higher experience of full-time operators doing schoolwork. CANTWELL stated transit and E&H overtime is over budget for the year, but equal to budget for the month. TRISCIANI voiced his concerns about the overtime. JESPERSEN asked when transit operators do school work is their time charged towards the school operation? CANTWELL affirmed.

The Aged Trial Balance was reviewed. SMITH explained the School District has started running checks once per month instead of twice per month so collections are slower. However, these invoices are within 60 days of invoice date with only

one invoice over 90 days. CANTWELL explained as of January 29<sup>th</sup> the School District owed \$164,000; today it is down to \$37,000.

- b. Ridership/Transit Report for February 2004. JENISKI stated ridership is flat. There is less ridership on the Bedford Mall and Verizon Shuttle. Airport and Goffs Falls ridership has increased 147 passengers. The farebox report is comparable with driver tabulations, so JENISKI has stopped drivers from tabulating passengers. He commended all operators for their diligence in getting accurate passenger counts. JENISKI stated the dispatchers are now monitoring StepSaver "no shows/cancellations." He explained he and SMITH met with the President and a representative of the New Hampshire Fisher Cats baseball team to discuss their transportation needs. They discussed parking options and feel the parking situation will resolve and all agreed there are no parking lots close enough to the stadium to be attractive for shuttle passengers. SMITH stated another concern is after a game and the people disperse, once the bus returns for its second pickup everybody is gone. SMITH informed them we would be available for whatever assistance they may need.
- c. School Report for February 2004. JENISKI spoke about the safety meetings conducted during the month for the school operators. He also noted that during the month there were eight new trainees who completed all the necessary State testing, bringing us up to 75 school bus operators employed during the month of February.
- JENISKI informed the Board that the New Hampshire School Transportation Association ("NHSTA") is offering a School Bus Instructor Development

Program on April 27<sup>th</sup> through April 30<sup>th</sup>, with the MTA hosting the April 30<sup>th</sup> class. A sign up sheet has been posted and they will be interviewing candidates for the selection of two qualified individuals.

JENISKI said the State inspected all of our school buses and commended BEAUREGARD and his staff for a good report. School Dispatcher Virginia Griffen recently attended a week-long First Transit Supervisor Training Seminar in Connecticut.

- d. Maintenance Report for February 2004. BEAUREGARD reported standard mileage and inspections are on target. Road calls were good with only one bus having a problem. He explained the overtime incurred this month was in preparation for the upcoming State inspection. He reported there were no on the job injuries.

### NEW BUSINESS

- 3 a. State of NH – Six Year Capital Plan. SMITH explained the Community Improvement Program ("CIP") submitted for capital expenses included replacing three transit buses, two vans and the transit radio system, and upgrading the computer network. We were informed the CIP Committee would recommend all those projects to the Board of Mayor and Aldermen. SMITH stated the State is in the process of doing its biennial budget and the Department of Transportation has invited MTA to include our CIP projects into their budget proposal. SMITH requested the Board's endorsement of his request for the State of New Hampshire to fund half the local share of projects we submitted to the City for FY 2006 and FY 2007. DESELLE made a motion to approve the projects submitted to the

Department of Transportation for their biennial program. Seconded by JESPERSEN. All Commissioners in favor.

- b. **Manchester Transportation Center Lease Agreement.** SMITH explained we have a five-year lease agreement (three-year with two-year extension option) with Concord Trailways for the operation of the Manchester Transportation Center. There is a provision in this contract to renegotiate the price after three years ending May 31, 2004, and if not agreed, to go out for bid. The current lease agreement is \$1,600 per month, \$19,200 per year. He and JENISKI met with Ken Hunter of Concord Trailways. Mr. Hunter informed them that in the past all buses leaving Concord to Boston would stop at the Manchester Terminal continuing into Boston. This service has been cut down to two buses stopping in Manchester. There are still direct commuter trips from Manchester to Boston. They service three to four buses for Vermont Transit and one bus for Peter Pan daily. Their volume of activity has drastically decreased. SMITH spoke with Ken Hazeltine, NH Department of Transportation, because the State leases a large facility to Concord Trailways in Concord. The State is leasing their facility to Concord Trailways for \$1.00 per year, but Concord Trailways is maintaining a large parking lot. After talking to Mr. Hazeltine and transportation providers, and taking into consideration the volume of business Concord Trailways is doing, SMITH recommended trying to maintain the current level of rent. Concord Trailways wants to maintain the relationship and the MTA requires an able tenant.
- c. **Requesting Property, Auto, and Liability Insurance Proposals.** SMITH explained our five-year contract with Ferdinando Insurance Associates, Inc.

expires July 1<sup>st</sup>. We placed a legal notice requesting Letters of Interest and Qualification Statements from qualified insurance brokers. We have had two other agencies interested in making proposals. MTA will be receiving qualification statements on April 5<sup>th</sup>. We need to narrow our broker selection to one or two firms. If there are too many brokers involved, they get crisscrossed seeking prices since there are only a few insurance companies that insure bus operations. Brokers will be assigned markets. SMITH explained two years ago we were paying \$143,000 total for our casualty insurances, then it jumped to \$375,000, and then it jumped to \$425,000 for this year. SMITH stated the market appears to have softened and should see some competition amongst insurance companies. SMITH requested two members of the Board serve on the Insurance Selection Committee. JESPERSEN and BOISVERT volunteered to be on the Insurance Committee. GUSTAFSON asked if we would pursue a ten-year contract. SMITH stated although Federal regulations allow for ten year contracts, he wants to sign a three year contract with a two year option. He expressed we have had a good relationship with Ferdinando Insurance Associates, but we must be competitive.

- d. Senior Citizen Spaghetti & Meatball Supper. SMITH explained Troop 135 – Boy Scouts of America is holding their annual spaghetti supper for the elderly. They are once again looking for a bus to travel to three City of Manchester elderly housing complexes that don't provide transportation. BOISVERT made a motion to provide a bus for this event on April 3<sup>rd</sup>. Seconded by GUSTAFSON. All Commissioners in favor.

- e. Elderly Services Festival. The Manchester Elderly Services Department will be conducting the "First Annual Resource Festival" for seniors, caregivers and their families. We have been approached to provide transportation for seniors living in City housing complexes. SMITH recommended we set up a fixed route with published timetables to run between all senior complexes and the event. Timetables will be furnished to all City housing locations. He also recommended establishing a free fare. GUSTAFSON recommended doing a press release, advertising on MCTV, and placing flyers on buses. JESPERSEN made a motion to provide this service on April 13<sup>th</sup> for the Festival. Seconded by GUSTAFSON. All Commissioners in favor.

#### OLD BUSINESS

4. a. VersaTrans Update. PORTER explained a VersaTrans trainer has been on the property for two days. PORTER, Virginia Griffin, and Manchester School District's Barbara Gagne are involved. The program has been instituted with students' names and addresses being uploaded into the computer. They are in the process of correcting minor mistakes like zip code and street address errors. Today they started routing the students and the VersaTrans trainer will be back on May 10<sup>th</sup> through 12<sup>th</sup>. There will be a School Board meeting during that time and a sales representative from VersaTrans has been asked to do a presentation before the School Committee Members. The program will be operating for September 2004. SMITH said the program will be a great communication tool with the School District and will improve communication with parents and the public.



- b. **Proposed FY 2005 Budget.** SMITH stated the Mayor is presenting his budget to the Board of Mayor and Aldermen tonight. SMITH explained in FY 2003 we received \$725,000 in subsidy towards our operation. At that time the Board voted to maintain current level service by funding \$130,000 from equity. This past year (FY 2004) we needed \$966,000 in subsidy and received \$850,000 and self-funded from equity an estimated \$116,000 to avoid a service loss. The fare increase has offset that amount somewhat. This year we are requesting \$1,061,000 in subsidy; a \$200,000 increase from last year. Most of the increase is to overcome the annual shortfall in matching funds rolling forward.
- c. **Updates on Triennial & Financial Management Oversight Reviews.** SMITH stated we finished answering and submitted the requested documentation for the first round of the Triennial Review. The auditors will be at our facility on May 3<sup>rd</sup> and 4<sup>th</sup> for their site review. SMITH stated the Financial Management Oversight auditors were here for three days in February and will be returning for a period of two to three weeks to do field work.
- d. **Disposition of Old Fareboxes.** SMITH stated he sent a request to all region transit operators via the Internet to see if anyone would be interested in the 1975 fareboxes for free. The only response was from the Seacoast Trolley Museum. SMITH wants to avoid disposal costs and the fareboxes only have value if used by a transit system or agency like the trolley museum. JESPERSEN suggested selling them on E-Bay and offered to do it for the MTA. There was discussion about how much they could be sold for and the preparation for shipment.

TRISCIANI made a motion to allow JESPERSEN to sell the fareboxes on E-Bay for the MTA. Seconded by DESELLE. All Commissioners in favor.

### NON-PUBLIC SESSION

5. a. Non-Public Session per RSA's 91-A:3, II. (a) and (e). At 6:30 PM TRISCIANI made a motion to go into Non-Public Session per RSA 91-A:3, II. (a) and (e). Seconded by BOISVERT. Roll call was taken with all Commissioners in favor. At 7:10 PM, on a motion by BOISVERT, seconded by JESPERSEN, with all Commissioners in favor, Non Public Session ended at 7:10 PM. TRISCIANI reported during this session the Board was briefed on contract negotiations. No motions were made regarding negotiations. TRISCIANI stated there was discussion about non-affiliated employees receiving a wage increase. BOISVERT made a motion to provide a 2% wage increase to non-affiliated employees with retroactivity to July 1, 2003. Seconded by GUSTAFSON. All Commissioners in favor.

### OTHER BUSINESS

6. a. Hampton Beach Excursion: JESPERSEN made a motion to run the Hampton Beach Shuttle on Sundays starting May 30, 2004, with the Executive Director to use his discretion on how to run these trips. Seconded by TRISCIANI. All Commissioners in favor.
- b. Date for Next Meeting. Tuesday, April 27, 2004 at 5:00 PM.

With no further business to come before the Board, DESELLE made a motion to adjourn the meeting at 7:10 PM. Seconded by GUSTAFSON. All Commissioners in favor.

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## Balance Sheet

March 2004

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## BALANCE SHEET

AS OF MARCH 31, 2004

REPORT # 001 VERSION # 000003 FORMAT # 08

## CURRENT ASSETS

## CASH

1010 CHECKING ACCOUNT	892,074.06	
1012 PETTY CASH	450.00	
1013 COINS	294.00	
		-----
TOTAL CASH		892,818.06

## RESTRICTED ASSETS

1580 DEFERRD COMP BENEFIT	526,685.89	
		-----
TOTAL RESTRICTED ASSETS		526,685.89

## RECEIVABLES

1020 ACCTS.REC.TRADE	58,972.68	
1021 A/R TOWN OF BEDFORD	0.00	
1023 FULL TIME OPERATORS	5,454.75	
1024 PART TIME OPERATORS	1,747.50	
1025 DISPATCHERS	342.50	
1028 GAS TAX RECEIVABLE	179.01	
1029 FEDERAL RECEIVABLE	174,411.00	
		-----
TOTAL RECEIVABLES		241,107.44

## INVENTORY

1030 DIESEL	4,776.25	
1031 GASOLINE UNLEADED	6,273.10	
1033 OIL 1230,15W40,A-T-F	3,782.56	
1036 ANTI-FREEZE	464.05	
1050 INVENTORY TRANSIT	133,905.52	
1055 INVENTORY TIRES	13,050.23	
		-----
TOTAL INVENTORY		162,251.71

## FIXED ASSETS

1060 LAND	66,829.00	
1065 BUILDING	1,748,790.00	
1066 LESS DEPRECIATION	1,545,048.75-	
1070 FIXED ASSETS TRANSIT	3,795,882.66	
1071 LESS DEPRECIATION	2,753,659.02-	
1072 FIXED ASSETS SCHOOL	3,933,787.64	
1073 LESS DEPRECIATION	2,966,884.49-	
		-----
NET FIXED ASSETS		2,279,697.04

## SPECIAL FUNDS

1410 SCH CAPITAL REPLMENT	62,208.98	
		-----
TOTAL SPECIAL FUNDS		62,208.98

## TOTAL CURRENT ASSETS

4,164,769.12

## PREPAYMENTS

1510 PREPAID INS.TRANSIT	139,803.34	
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## BALANCE SHEET

AS OF MARCH 31, 2004

REPORT # 001 VERSION # 000003 FORMAT # 08

1518 PREPAID DEPOSIT	165,025.46	
1519 PREPAID - OTHERS	20,695.00	
	-----	
TOTAL PREPAYMENTS		325,523.80
		-----
TOTAL ASSETS		4,490,292.92
		=====
CURRENT LIABILITIES		
PAYABLES		
2010 TRADE PAYABLES	9,521.27	
	-----	
TOTAL PAYABLES		9,521.27
ACCRUED PAYROLL LIAB		
2012 ACCRUED SICK WAGES	177,188.93	
2019 ACCRUED VACATION	112,901.33	
2020 ACCRUED SALARIES	31,200.87	
2026 PENSION PAYABLE	0.00	
2031 FICA TAX PAYABLE	14,294.79	
2033 UNION DUES PAYABLE	0.00	
2035 WAGE GARNISHMENT	200.00	
2036 C.O.P.E. PAYABLE	13.50	
2039 DEFERRED COMP	20.00	
	-----	
TOTAL CURRENT LIABILITIES		335,819.42
OTHER CURRENT LIABILITIES		
2022 ACCRUED COMM. EXP	500.03	
2025 ACCRUED NH UNEMPLOY	612.51-	
2410 DEF TICKET SALES	8,823.25	
3030 DEF COMP DUE EMP	526,685.89	
	-----	
TOTAL OTHER CURRENT LIAB		534,896.63
		-----
TOTAL CURRENT LIABILITIES		880,737.35
		-----
TOTAL LIABILITIES		880,737.35
CAPITAL		
2090 SCH BUS NET INCOME	204,900.93-	
3200 FEDERAL CAPITAL FUND	473,020.00	
3010 ACCUM INCOME(LOSS)	1,460,792.70	
3020 SCHOOL BUS FUND	1,426,896.27	
3080 CONTRIBUTED CAPITAL	1,107,754.86	
3090 NET INCOME (LOSS)	654,007.33-	
	-----	
TOTAL CAPITAL		3,609,555.57
		-----
TOTAL LIAB & CAPITAL		4,490,292.92
		=====



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March 2004

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## INCOME STATEMENT TRANSIT

MARCH 01, 2004 - MARCH 31, 2004

REPORT # 002 VERSION # 000196 FORMAT # 02

	CURRENT PERIOD				YEAR TO DATE				YTD NET CHANGE	
	THIS YEAR	PCT	BUDGET	PCT	THIS YEAR	PCT	BUDGET	PCT	AMOUNT	VAR%
FAREBOX REVENUE										
4010 FAREBOX	16,585.59	7.5	8,120.00	3.6	122,390.19	6.3	79,170.00	3.9	43,220.19	54.5
4011 TICKETS - ADULTS	2,009.00	0.9	1,700.00	0.7	17,441.00	0.9	15,300.00	0.7	2,141.00	13.9
4012 TICKETS - SENIORS	630.00	0.2	675.00	0.3	7,556.50	0.3	6,075.00	0.3	1,481.50	24.3
4013 TICKETS - STUDENTS	369.74	0.1	825.00	0.3	172.50	0.0	7,425.00	0.3	7,597.50	-102.3
4014 MONTHLY FULL FARE	1,594.50	0.7	1,000.00	0.4	14,454.00	0.7	9,000.00	0.4	5,454.00	60.6
4015 HANDICAPPED FEES	595.49	0.2	825.00	0.3	10,455.47	0.5	7,425.00	0.3	3,030.47	40.8
4058 MONTHLY HALF FARE	752.50	0.3	1,300.00	0.5	12,663.25	0.6	11,700.00	0.5	963.25	8.2
TOTAL FAREBOX & TICKETS	21,797.34	9.8	14,445.00	6.5	184,787.91	9.5	136,095.00	6.8	48,692.91	35.7
TRANSIT CHARTER										
4050 SPECIAL FARE	1,080.00	0.4	2,000.00	0.9	11,911.50	0.6	18,000.00	0.9	6,088.50	-33.8
TOTAL SPECIAL FARES	1,080.00	0.4	2,000.00	0.9	11,911.50	0.6	18,000.00	0.9	6,088.50	-33.8
OTHER INCOME										
4039 SALE FUELS CITY	14,487.90	6.5	13,300.00	6.0	127,310.08	6.6	119,700.00	6.0	7,610.08	6.3
4056 RENT BUS TERMINAL	3,200.00	1.4	1,600.00	0.7	14,400.00	0.7	14,400.00	0.7	0.00	0.0
4057 NH EMPLOYMENT DIV	0.00	0.0	0.00	0.0	13,240.17	0.6	0.00	0.0	13,240.17	100.0
4060 ADVERTISING SERVICES	1,816.50	0.8	3,700.00	1.6	44,708.60	2.3	33,300.00	1.6	11,408.60	34.2
4061 INSURANCE RPR REFUND	109.76	0.0	0.00	0.0	312.21	0.0	0.00	0.0	312.21	100.0
4070 SALES MAINT. SERVICE	10,626.61	4.8	3,000.00	1.3	24,648.06	1.2	27,000.00	1.3	2,351.94	-8.7
4071 SALE OF BUSES & VEH	1,000.00	0.4	0.00	0.0	1,118.97	0.0	0.00	0.0	1,118.97	100.0
4072 INTEREST INCOME	565.87	0.2	870.00	0.4	3,309.34	0.1	7,830.00	0.3	4,520.66	-57.7
4073 MISCELLANEOUS	0.00	0.0	25.00	0.0	2,551.39	0.1	225.00	0.0	2,326.39	*****
4075 SENIOR PICTURES	16.00	0.0	12.00	0.0	176.00	0.0	108.00	0.0	68.00	62.9
TOTAL OTHER REVENUE	31,822.64	14.4	22,507.00	10.2	231,774.82	12.0	202,563.00	10.1	29,211.82	14.4
TOTAL OPERATION REVENUE	54,699.98	24.8	38,952.00	17.6	428,474.23	22.2	356,658.00	17.9	71,816.23	20.1
ASSISTANCE										
4090 OPER. ASST. C. OF M.	70,833.33	32.1	81,097.00	36.8	637,499.97	33.0	729,873.00	36.7	92,373.03	-12.6
4091 OPER. ASST. BEDFORD	3,300.00	1.5	3,300.00	1.5	29,700.00	1.5	29,700.00	1.4	0.00	0.0
4092 OPER. ASST. NHDES	0.00	0.0	0.00	0.0	4,142.00	0.2	0.00	0.0	4,142.00	100.0
4130 OPER. ASST., SEC. 9	91,624.78	41.5	96,897.00	43.9	829,397.00	42.9	872,073.00	43.8	42,676.00	-4.8
TOTAL ASSISTANCE	165,758.11	75.1	181,294.00	82.3	1,500,738.97	77.7	1,631,646.00	82.0	130,907.03	-8.0
TOTAL REVENUES	220,458.09	100.0	220,246.00	100.0	1,929,213.20	100.0	1,988,304.00	100.0	59,090.80	-2.9
EXPENSES										
LABOR										
5010 OPERATORS WAGES	56,469.36	23.0	65,215.00	26.2	495,393.27	23.1	545,557.00	25.0	50,163.73	-9.1
5011 OPERATORS WAGES E&H	4,292.78	1.7	5,671.00	2.2	47,477.32	2.2	47,440.00	2.1	37.32	0.0
5110 OPERATORS O.T. WAGES	9,144.05	3.7	3,187.00	1.2	65,704.03	3.0	26,662.00	1.2	39,042.03	146.4
5110 OPERATOR O.T. E&H	119.59	0.0	3,187.00	1.2	3,680.08	0.1	26,662.00	1.2	22,981.92	-86.2
5013 MECHANICS WAGES	13,873.66	5.6	12,770.00	5.1	95,113.14	4.4	114,930.00	5.2	19,816.86	-17.2
5113 MECHANICS O.T. WAGES	352.39	0.1	0.00	0.0	4,731.33	0.2	0.00	0.0	4,731.33	100.0
5017 TRANS ADMIN WAGES	5,851.84	2.3	5,831.00	2.3	53,420.34	2.4	52,479.00	2.4	941.34	1.7
5018 WAGES MAINT. ADMIN	3,740.34	1.5	3,474.00	1.4	27,621.50	1.2	31,266.00	1.4	3,644.50	-11.6
5019 WAGES OFFICE ADMIN	5,999.14	2.4	5,930.00	2.3	47,259.15	2.2	53,370.00	2.4	6,110.85	-11.4



## INCOME STATEMENT TRANSIT

MARCH 01, 2004 - MARCH 31, 2004

REPORT # 002 VERSION # 000196 FORMAT # 02

	CURRENT PERIOD				YEAR TO DATE				YTD NET CHANGE	
	THIS YEAR	PCT	BUDGET	PCT	THIS YEAR	PCT	BUDGET	PCT	AMOUNT	VAR%
5117 WAGES TRANSP O.T.	484.57	0.2	96.00	0.0	10,032.43	0.4	864.00	0.0	9,168.43	*****
5119 WAGES OFFICE O.T.	220.53	0.0	79.00	0.0	1,011.79	0.0	711.00	0.0	300.79	42.3
6003 PAYROLL TRANSACTION	791.99-	0.3-	0.00	0.0	791.99-	0.0	0.00	0.0	791.99-100.0	
<b>TOTAL LABOR</b>	<b>99,756.26</b>	<b>40.6</b>	<b>105,440.00</b>	<b>42.3</b>	<b>850,652.39</b>	<b>39.6</b>	<b>899,941.00</b>	<b>41.2</b>	<b>49,288.61-</b>	<b>5.4-</b>
<b>FRINGE BENEFITS</b>										
5004 TRANS ADM SICK WAGES	0.00	0.0	127.00	0.0	2,925.47	0.1	1,143.00	0.0	1,782.47	155.9
5005 TRANS ADM VAC WAGES	975.25	0.4	754.00	0.3	9,776.53	0.4	6,786.00	0.3	2,990.53	44.0
5006 TRANS ADM HOL WAGES	0.08	0.0	424.00	0.1	3,548.82	0.1	3,816.00	0.1	267.18-	7.0-
5007 MAINT ADM SICK WAGES	0.00	0.0	86.00	0.0	572.48	0.0	774.00	0.0	201.52-	26.0-
5008 MAINT ADM VAC WAGES	845.00	0.3	286.00	0.1	5,564.39	0.2	2,574.00	0.1	2,990.39	116.1
5009 MAINT ADM HOL WAGES	0.03-	0.0	371.00	0.1	2,034.01	0.0	3,339.00	0.1	1,304.99-	39.0-
5014 OFFICE VAC WAGES	754.58	0.3	533.00	0.2	6,744.64	0.3	4,797.00	0.2	1,947.64	40.6
5015 OFFICE HOLIDAY WAGES	631.23	0.2	403.00	0.1	4,351.10	0.2	3,627.00	0.1	724.10	19.9
5016 OFFICE SICK WAGES	55.80	0.0	121.00	0.0	3,002.94	0.1	1,089.00	0.0	1,913.94	175.7
5021 F.I.C.A.	9,422.04	3.8	9,907.00	3.9	83,235.42	3.8	85,266.00	3.9	2,030.58-	2.3-
5022 N.H. UNEMPLOYMENT	470.00	0.1	461.00	0.1	4,299.00	0.2	4,149.00	0.1	150.00	3.6
5023 PENSION	5,016.00	2.0	4,195.00	1.6	37,250.28	1.7	37,755.00	1.7	504.72-	1.3-
5024 HEALTH INSURANCE	27,014.64	11.0	31,591.00	12.7	273,279.87	12.7	284,319.00	13.0	11,039.13-	3.8-
5025 MEDICAL EXAMINATION	0.00	0.0	0.00	0.0	160.00	0.0	0.00	0.0	160.00	100.0
5026 LIFE INSURANCE	1,122.79	0.4	475.00	0.1	5,488.90	0.2	4,275.00	0.2	1,213.90	28.4
5027 WORKER'S COMP	4,714.00	1.9	3,930.00	1.5	41,151.15	1.9	33,719.00	1.5	7,432.15	22.0
5028 OPERATORS SICK PAY	5,160.16	2.1	2,455.00	0.9	26,703.84	1.2	22,095.00	1.0	4,608.84	20.8
5034 OPERATORS VACATION	4,119.00	1.6	4,444.00	1.7	37,070.80	1.7	39,996.00	1.8	2,925.20-	7.3-
5031 OPERATORS HOLIDAY	4,106.96	1.6	3,273.00	1.3	34,498.05	1.6	29,457.00	1.3	5,041.05	17.1
5029 MECHANICS SICK PAY	0.00	0.0	85.00	0.0	3,038.00	0.1	765.00	0.0	2,273.00	297.1
5035 MECHANICS VACATION	1,752.00	0.7	1,724.00	0.6	15,769.96	0.7	15,516.00	0.7	253.96	1.6
5032 MECHANICS HOLIDAY	1,483.04	0.6	1,024.00	0.4	10,783.84	0.5	9,216.00	0.4	1,567.84	17.0
5037 OPER UNIFORM ALLOW	0.00	0.0	733.00	0.2	5,012.00	0.2	6,597.00	0.3	1,585.00-	24.0-
5038 MAINT UNIFORM ALLOW	390.90	0.1	560.00	0.2	2,654.51	0.1	4,368.00	0.2	1,713.49-	39.2-
5120 MAINT TOOL ALLOWANCE	0.00	0.0	54.00	0.0	0.00	0.0	486.00	0.0	486.00-100.0-	
5095 OP/MECH FRINGE RATE	5,810.65-	2.3-	4,902.00-	1.9-	50,678.28-	2.3-	43,264.00-	1.9-	7,414.28-	17.1-
6006 FRINGE BENEFITS	7,030.26-	2.8-	4,415.00-	1.7-	52,461.79-	2.4-	39,735.00-	1.8-	12,726.79-	32.0-
<b>TOTAL FRINGE BENEFIT</b>	<b>55,192.53</b>	<b>22.4</b>	<b>58,699.00</b>	<b>23.6</b>	<b>515,775.93</b>	<b>24.0</b>	<b>522,925.00</b>	<b>23.9</b>	<b>7,149.07-</b>	<b>1.3-</b>
<b>SERVICES</b>										
5039 MGMNT/CONSULTANT FEE	14,421.52	5.8	11,088.00	4.4	105,191.01	4.9	99,792.00	4.5	5,399.01	5.4
5041 COMMISSIONERS EXP	166.67	0.0	83.00	0.0	1,515.47	0.0	747.00	0.0	768.47	102.8
5042 OUTSIDE ADVERTISING	104.00	0.0	417.00	0.1	1,751.28	0.0	3,753.00	0.1	2,001.72-	53.3-
5043 LEGAL EXPENSES	0.00	0.0	833.00	0.3	2,080.86	0.1	7,497.00	0.3	5,416.14-	72.2-
5044 AUDITING EXPENSES	0.00	0.0	0.00	0.0	5,040.00	0.2	4,800.00	0.2	240.00	5.0
5045 SERVICE BUREAU	691.66	0.2	1,067.00	0.4	7,393.71	0.3	9,603.00	0.4	2,209.29-	23.0-
5046 SECURITY SERVICE	0.00	0.0	33.00	0.0	539.35	0.0	297.00	0.0	242.35	81.6
5047 REPAIRS BLDG & GRNDS	561.59	0.2	917.00	0.3	13,051.50	0.6	8,253.00	0.3	4,798.50	58.1
5048 REPAIRS SHOP EQUIP.	354.00	0.1	143.00	0.0	1,414.01	0.0	1,287.00	0.0	127.01	9.8
5049 REPAIRS OFFICE EQUIP	153.60	0.0	238.00	0.1	2,410.77	0.1	2,142.00	0.1	268.77	12.5
5050 REPAIRS - RADIOS	0.00	0.0	83.00	0.0	0.00	0.0	747.00	0.0	747.00-100.0-	
5051 JANITORIAL SERVICES	539.70	0.2	625.00	0.2	5,131.00	0.2	5,625.00	0.2	494.00-	8.7-
5052 JANITORIAL SUPPLIES	205.18	0.0	31.00	0.0	577.10	0.0	279.00	0.0	298.10	106.8
5081 PRE-EMPLOY MED. EXAM	0.00	0.0	125.00	0.0	400.00	0.0	1,125.00	0.0	725.00-	64.4-

## INCOME STATEMENT TRANSIT

MARCH 01, 2004 - MARCH 31, 2004

REPORT # 002 VERSION # 000196 FORMAT # 02

	CURRENT PERIOD				YEAR TO DATE				YTD NET CHANGE	
	THIS YEAR	PCT	BUDGET	PCT	THIS YEAR	PCT	BUDGET	PCT	AMOUNT	VAR%
5100 DRUG & ALCOHOL TESTS	55.00	0.0	250.00	0.1	2,585.00	0.1	2,250.00	0.1	335.00	14.8
6002 MARKETING EXPENSE	0.00	0.0	0.00	0.0	220.50	0.0	0.00	0.0	220.50	100.0
<b>TOTAL SERVICES</b>	<b>17,252.92</b>	<b>7.0</b>	<b>15,933.00</b>	<b>6.4</b>	<b>149,301.56</b>	<b>6.9</b>	<b>148,197.00</b>	<b>6.8</b>	<b>1,104.56</b>	<b>0.7</b>
<b>MATERIAL &amp; SUPPLIES</b>										
5001 PURCHASES DISCOUNTS	574.80	0.2	250.00	0.1	3,452.95	0.1	2,250.00	0.1	1,202.95	53.4
5053 FUELS CITY DEPTS	13,731.86	5.6	13,300.00	5.3	120,577.11	5.6	119,700.00	5.4	877.11	0.7
5055 GASOLINE OPERATIONS	258.52	0.1	42.00	0.0	2,192.42	0.1	378.00	0.0	1,814.42	480.0
5056 GASOLINE SUPPORT VEH	51.63	0.0	42.00	0.0	355.24	0.0	378.00	0.0	22.76	6.0
5057 DIESEL OPERATIONS	8,316.36	3.3	8,927.00	3.5	70,971.37	3.3	75,331.00	3.4	4,359.63	5.7
5058 OIL & GREASE	153.84	0.0	370.00	0.1	2,314.97	0.1	3,075.00	0.1	760.03	24.7
5060 TIRES	829.60	0.3	1,376.00	0.5	7,511.31	0.3	11,617.00	0.5	4,105.69	35.3
5061 TRANS.-MISC.	37.36	0.0	167.00	0.0	796.92	0.0	1,503.00	0.0	706.08	46.9
5062 TRANS. SCHED/TKTS	0.00	0.0	417.00	0.1	6,586.86	0.3	3,753.00	0.1	2,833.86	75.5
5063 MAINTENANCE PARTS	9,296.05	3.7	4,569.00	1.8	75,660.77	3.5	38,578.00	1.7	37,082.77	96.1
5065 MAINTENANCE SUPPLIES	463.38	0.1	570.00	0.2	3,779.19	0.1	5,130.00	0.2	1,350.81	26.3
5066 OFFICE SUPPLIES	1,477.85	0.6	1,040.00	0.4	10,690.60	0.5	9,360.00	0.4	1,330.60	14.2
5067 MISC. OFFICE SUPPLIE	634.69	0.2	173.00	0.0	1,579.55	0.0	1,557.00	0.0	22.55	1.4
5093 ANTI-FREEZE EXP	33.39	0.0	87.00	0.0	135.31	0.0	783.00	0.0	647.69	82.7
5098 HAZARDOUS MATERIALS	76.47	0.0	48.00	0.0	2,383.33	0.1	432.00	0.0	1,951.33	451.7
5099 BODY SHOP SUPPLIES	0.00	0.0	95.00	0.0	524.40	0.0	855.00	0.0	330.60	38.6
6005 OUTSIDE PARTS/LABOR	0.00	0.0	42.00	0.0	307.00	0.0	378.00	0.0	71.00	18.7
<b>TOTAL MATERIAL &amp; SUPPLIES</b>	<b>34,786.20</b>	<b>14.1</b>	<b>31,015.00</b>	<b>12.4</b>	<b>302,913.40</b>	<b>14.1</b>	<b>270,558.00</b>	<b>12.4</b>	<b>32,355.40</b>	<b>11.9</b>
<b>UTILITIES</b>										
5068 NATURAL GAS	2,650.58	1.0	825.00	0.3	12,877.22	0.6	7,425.00	0.3	5,452.22	73.4
5069 TELEPHONE	553.14	0.2	550.00	0.2	5,301.48	0.2	4,950.00	0.2	351.48	7.1
5070 ELECTRICITY	1,919.19	0.7	1,604.00	0.6	15,815.68	0.7	14,436.00	0.6	1,379.68	9.5
5071 WATER	138.10	0.0	115.00	0.0	1,068.04	0.0	1,035.00	0.0	33.04	3.1
<b>TOTAL UTILITIES</b>	<b>5,261.01</b>	<b>2.1</b>	<b>3,094.00</b>	<b>1.2</b>	<b>35,062.42</b>	<b>1.6</b>	<b>27,846.00</b>	<b>1.2</b>	<b>7,216.42</b>	<b>25.9</b>
<b>INSURANCE</b>										
5072 PUBLIC LIABILITY INS	10,907.00	4.4	8,517.00	3.4	98,151.00	4.5	76,653.00	3.5	21,498.00	28.0
5074 OTHER LIABILITY INS	1,062.00	0.4	1,183.00	0.4	9,410.00	0.4	10,647.00	0.4	1,237.00	11.6
<b>TOTAL INSURANCE</b>	<b>11,969.00</b>	<b>4.8</b>	<b>9,700.00</b>	<b>3.9</b>	<b>107,561.00</b>	<b>5.0</b>	<b>87,300.00</b>	<b>4.0</b>	<b>20,261.00</b>	<b>23.2</b>
<b>OTHER EXPENSES</b>										
5064 REPAIRS CITY TERMINL	0.00	0.0	250.00	0.1	1,414.77	0.0	2,250.00	0.1	835.23	37.1
5076 OPERATORS LICENSES	0.00	0.0	42.00	0.0	595.00	0.0	378.00	0.0	217.00	57.4
5078 DUES & MEMBERSHIP	383.36	0.1	83.00	0.0	954.36	0.0	747.00	0.0	207.36	27.7
5079 TRAINING & MEETINGS	671.54	0.2	83.00	0.0	456.52	0.0	747.00	0.0	290.48	38.8
5094 GRIEVANCE EXPENSE	175.00	0.0	38.00	0.0	175.00	0.0	342.00	0.0	167.00	48.8
5097 DEPRECIATION EXPENSE	19,925.00	8.1	24,400.00	9.8	179,325.00	8.3	219,600.00	10.0	40,275.00	18.3
<b>TOTAL OTHER EXPENSES</b>	<b>21,154.90</b>	<b>8.6</b>	<b>24,896.00</b>	<b>10.0</b>	<b>182,920.65</b>	<b>8.5</b>	<b>224,064.00</b>	<b>10.2</b>	<b>41,143.35</b>	<b>18.3</b>
<b>TOTAL EXPENSES</b>	<b>245,372.82</b>	<b>100.0</b>	<b>248,777.00</b>	<b>100.0</b>	<b>2,144,187.35</b>	<b>100.0</b>	<b>2,180,831.00</b>	<b>100.0</b>	<b>36,643.65</b>	<b>2.6</b>

MANCHESTER TRANSIT AUTHORITY  
INCOME STATEMENT TRANSIT  
MARCH 01, 2004 - MARCH 31, 2004  
REPORT # 002 VERSION # 000196 FORMAT # 02

	----- CURRENT PERIOD -----				----- YEAR TO DATE -----				----- YTD NET CHANGE -----	
	THIS YEAR	PCT	BUDGET	PCT	THIS YEAR	PCT	BUDGET	PCT	AMOUNT	VAR%
NET INCOME (LOSS)	24,914.73-	10.1-	28,531.00-	11.4-	214,974.15-	10.0-	192,527.00-	8.8-	22,447.15-	11.6-

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School

March 2004

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## INCOME STATEMENT SCHOOL

MARCH 01, 2004 - MARCH 31, 2004

REPORT # 003 VERSION # 000005 FORMAT # 02

	CURRENT PERIOD				YEAR TO DATE				YTD NET CHANGE	
	THIS YEAR	PCT	BUDGET	PCT	THIS YEAR	PCT	BUDGET	PCT	AMOUNT	VAR%
STUDENT TRANSPORTATION										
4030 PUPIL CONTRACT	179,572.50	77.1	170,204.00	77.5	1,285,177.50	77.6	1,191,423.00	76.4	93,754.50	7.8
4031 SKILL CENTER	15,660.00	6.7	12,528.00	5.7	93,960.00	5.6	82,824.00	5.3	11,136.00	13.4
4032 SPECIAL NEEDS	12,510.00	5.3	12,510.00	5.7	71,856.00	4.3	104,250.00	6.6	32,394.00-	31.0-
4037 WATER SAFETY	0.00	0.0	0.00	0.0	1,040.00	0.0	0.00	0.0	1,040.00	100.0
4038 STUDENT TICKETS	5,147.24	2.2	4,000.00	1.8	31,459.75	1.9	28,000.00	1.8	3,459.75	12.3
TOTAL STUDENT TRANSPRTN	212,889.74	91.4	199,242.00	90.8	1,483,493.25	89.5	1,406,497.00	90.2	76,996.25	5.4
SCHOOL CHARTERS										
4052 SWIM TEAM	0.00	0.0	0.00	0.0	546.75	0.0	0.00	0.0	546.75	100.0
4073 MISCELLANEOUS OTHER	0.00	0.0	0.00	0.0	105.00	0.0	0.00	0.0	105.00	100.0
4077 CHARTER "BAND"	3,482.00	1.5	0.00	0.0	14,225.25	0.8	0.00	0.0	14,225.25	100.0
4079 CHARTER "BASKETBALL"	2,424.75	1.0	0.00	0.0	19,370.75	1.1	0.00	0.0	19,370.75	100.0
4080 CHARTER "CROSSCNTRY"	0.00	0.0	0.00	0.0	4,644.75	0.2	0.00	0.0	4,644.75	100.0
4081 CHARTER "FIELDTRIPS"	12,999.00	5.5	20,000.00	9.1	83,923.35	5.0	150,000.00	9.6	66,076.65-	44.0-
4082 CHARTER "FOOTBALL"	0.00	0.0	0.00	0.0	9,854.00	0.6	0.00	0.0	9,854.00	100.0
4083 CHARTER "GOLF"	0.00	0.0	0.00	0.0	2,872.00	0.1	0.00	0.0	2,872.00	100.0
4084 CHARTER "HOCKEY"	484.25	0.2	0.00	0.0	5,311.00	0.3	0.00	0.0	5,311.00	100.0
4085 CHARTER "SOCCER"	0.00	0.0	0.00	0.0	12,163.25	0.7	0.00	0.0	12,163.25	100.0
4086 CHARTER "TRACK"	0.00	0.0	0.00	0.0	7,072.75	0.4	0.00	0.0	7,072.75	100.0
4087 CHARTER "VOLLEYBALL"	372.25	0.1	0.00	0.0	3,474.05	0.2	0.00	0.0	3,474.05	100.0
4088 CHARTER "WRESTLING"	0.00	0.0	0.00	0.0	6,140.50	0.3	0.00	0.0	6,140.50	100.0
4089 CHARTER "SKIING"	0.00	0.0	0.00	0.0	1,546.75	0.0	0.00	0.0	1,546.75	100.0
TOTAL SCHOOL CHARTERS	19,762.25	8.4	20,000.00	9.1	171,250.15	10.3	150,000.00	9.6	21,250.15	14.1
INTEREST INCOME	48.17	0.0	180.00	0.0	1,139.01	0.0	1,620.00	0.1	480.99-	29.6-
TOTAL SCHOOL REVENUES	232,700.16	100.0	219,422.00	100.0	1,655,882.41	100.0	1,558,117.00	100.0	97,765.41	6.2
EXPENSES										
LABOR										
5003 FULLTIME OPERATORS	267.28	0.1	784.00	0.3	2,977.09	0.1	5,094.00	0.2	2,116.91-	41.5-
5010 PART-TIMER OP WAGES	96,178.62	41.2	85,927.00	39.3	578,312.49	33.7	612,228.00	34.7	33,915.51-	5.5-
5112 F/T OPERATORS OT	294.13	0.1	0.00	0.0	4,975.18	0.2	0.00	0.0	4,975.18	100.0
5110 OPERATORS O.T. WAGES	1,830.26	0.7	4,023.00	1.8	17,836.68	1.0	26,156.00	1.4	8,319.32-	31.8-
5013 WAGES MECHANICS	7,134.93	3.0	7,183.00	3.2	72,226.17	4.2	64,647.00	3.6	7,579.17	11.7
5017 WAGES TRANS ADMIN	6,591.12	2.8	3,983.00	1.8	53,063.21	3.0	35,847.00	2.0	17,216.21	48.0
5018 WAGES MAINT. ADMIN	3,293.72	1.4	3,207.00	1.4	26,111.74	1.5	28,863.00	1.6	2,751.26-	9.5-
5019 WAGES ADMINISTRATION	3,698.52	1.5	3,531.00	1.6	28,375.79	1.6	31,779.00	1.8	3,403.21-	10.7-
6003 PAYROLL TRANSACTION	590.61-	0.2-	0.00	0.0	1,069.70-	0.0	0.00	0.0	1,069.70-	100.0
TOTAL LABOR EXPENSES	118,697.97	50.9	108,638.00	49.8	782,808.65	45.6	804,614.00	45.6	21,805.35-	2.7-
FRINGE BENEFITS										
5021 FICA EXPENSE	8,457.26	3.6	7,701.00	3.5	55,420.32	3.2	58,120.00	3.3	2,699.68-	4.6-
5024 HEALTH INSURANCE	377.87-	0.1-	0.00	0.0	465.60-	0.0	0.00	0.0	465.60-	100.0
5025 MEDICAL EXAMINATIONS	0.00	0.0	0.00	0.0	210.00	0.0	0.00	0.0	210.00	100.0
5027 WORKER'S COMP	2,664.00	1.1	3,049.00	1.4	20,502.00	1.2	22,457.00	1.2	1,955.00-	8.7-
5031 OPERATORS HOL. WAGES	0.00	0.0	0.00	0.0	14,730.34	0.8	17,130.00	0.9	2,399.66-	14.0-
5034 OPERATORS VACATION	0.00	0.0	0.00	0.0	6,980.00	0.4	7,732.00	0.4	752.00-	9.7-

## INCOME STATEMENT SCHOOL

MARCH 01, 2004 - MARCH 31, 2004

REPORT # 003 VERSION # 000005 FORMAT # 02

	CURRENT PERIOD				YEAR TO DATE				YTD NET CHANGE	
	THIS YEAR	PCT	BUDGET	PCT	THIS YEAR	PCT	BUDGET	PCT	AMOUNT	VAR%
5037 OPER UNIFORMS ALLOW	0.00	0.0	300.00	0.1	2,240.70	0.1	2,700.00	0.1	459.30-	17.0-
5038 MAINT UNIFORM ALLOW	0.00	0.0	0.00	0.0	1,242.93	0.0	0.00	0.0	1,242.93	100.0
5095 OP/MECH FRINGE RATE	5,810.65	2.4	4,870.00	2.2	50,678.28	2.9	42,968.00	2.4	7,710.28	17.9
6006 FRINGE BENEFITS	7,030.26	3.0	4,373.00	2.0	52,461.79	3.0	39,357.00	2.2	13,104.79	33.3
TOTAL FRINGES	23,584.30	10.1	20,293.00	9.3	204,000.76	11.9	190,464.00	10.8	13,536.76	7.1
SERVICES										
5039 CONSULTANT FEES	14,421.53	6.1	11,088.00	5.0	105,566.51	6.1	99,792.00	5.6	5,774.51	5.7
5041 COMMISSIONERS EXPENSE	0.00	0.0	83.00	0.0	0.00	0.0	747.00	0.0	747.00-	100.0-
5042 OUTSIDE ADVERTISING	2,445.00	1.0	1,250.00	0.5	9,069.66	0.5	11,250.00	0.6	2,180.34-	19.3-
5043 LEGAL EXPENSES	0.00	0.0	417.00	0.1	748.82	0.0	3,753.00	0.2	3,004.18-	80.0-
5044 AUDITING EXPENSES	0.00	0.0	0.00	0.0	7,560.00	0.4	7,200.00	0.4	360.00	5.0
5045 SERVICE BUREAU	1,413.85	0.6	1,600.00	0.7	12,694.70	0.7	14,400.00	0.8	1,705.30-	11.8-
5046 SECURITY SERVICE	0.00	0.0	50.00	0.0	856.71	0.0	450.00	0.0	406.71	90.3
5047 REPAIRS BLDG & GRNDS	423.66	0.1	750.00	0.3	5,601.33	0.3	6,750.00	0.3	1,148.67-	17.0-
5048 REPAIRS SHOP EQUIP.	246.00	0.1	108.00	0.0	1,229.60	0.0	972.00	0.0	257.60	26.5
5049 OFFICE EQUIP & RPR	14.40	0.0	220.00	0.1	1,776.02	0.1	1,980.00	0.1	203.98-	10.3-
5050 REPAIRS RADIO	0.00	0.0	83.00	0.0	0.00	0.0	747.00	0.0	747.00-	100.0-
5051 JANITORIAL SERVICES	539.75	0.2	625.00	0.2	5,108.08	0.3	5,625.00	0.3	516.92-	9.1-
5052 JANITORIAL SUPPLIES	205.19	0.0	31.00	0.0	577.10	0.0	279.00	0.0	298.10	106.8
5100 DRUG & ALCOHOL TESTS	330.00	0.1	417.00	0.1	5,740.00	0.3	3,753.00	0.2	1,987.00	52.9
TOTAL SERVICES	20,039.38	8.6	16,722.00	7.6	156,528.53	9.1	157,698.00	8.9	1,169.47-	0.7-
MATERIAL & SUPPLIES										
5055 GASOLINE	941.22	0.4	0.00	0.0	4,683.31	0.2	0.00	0.0	4,683.31	100.0
5056 GASOLINE SUPPORT	0.00	0.0	0.00	0.0	89.75	0.0	0.00	0.0	89.75	100.0
5057 DIESEL	9,557.15	4.1	10,051.00	4.6	59,810.79	3.4	67,474.00	3.8	7,663.21-	11.3-
5058 OIL & GREASE	147.42	0.0	639.00	0.2	1,563.96	0.0	4,291.00	0.2	2,727.04-	63.5-
5060 TIRES	3,210.69	1.3	1,399.00	0.6	12,378.26	0.7	9,391.00	0.5	2,987.26	31.8
5061 TRANS-MISC.	275.36	0.1	333.00	0.1	3,402.40	0.2	2,997.00	0.1	405.40	13.5
5062 TRANS. SCHED/TKTS	0.00	0.0	83.00	0.0	1,693.54	0.1	747.00	0.0	946.54	126.7
5063 MAINTENANCE PARTS	5,723.84	2.4	6,390.00	2.9	38,911.86	2.2	42,900.00	2.4	3,988.14-	9.3-
5065 MAINTENANCE SUPPLIES	322.02	0.1	430.00	0.2	2,773.11	0.1	3,870.00	0.2	1,096.89-	28.3-
5066 OFFICE SUPPLIES	989.93	0.4	960.00	0.4	6,521.64	0.3	8,640.00	0.4	2,118.36-	24.5-
5067 MISC. OFFICE SUPPLIE	49.76	0.0	160.00	0.0	757.27	0.0	1,440.00	0.0	682.73-	47.4-
5093 ANTI-FREEZE EXP	27.55	0.0	0.00	0.0	121.06	0.0	0.00	0.0	121.06	100.0
5098 HAZARDOUS MATERIALS	57.69	0.0	36.00	0.0	1,871.64	0.1	324.00	0.0	1,547.64	477.6
5099 BODY SHOP SUPPLIES	0.00	0.0	72.00	0.0	338.79	0.0	648.00	0.0	309.21-	47.7-
6005 OUTSIDE PARTS/LABOR	0.00	0.0	42.00	0.0	668.50	0.0	378.00	0.0	290.50	76.8
TOTAL MATERIAL & SUPPLIES	21,302.63	9.1	20,595.00	9.4	135,585.88	7.9	143,100.00	8.1	7,514.12-	5.2-
UTILITIES										
5068 NATURAL GAS	1,999.56	0.8	675.00	0.3	9,326.93	0.5	6,075.00	0.3	3,251.93	53.5
5069 TELEPHONE	452.56	0.1	450.00	0.2	4,030.27	0.2	4,050.00	0.2	19.72-	0.4-
5070 ELECTRICITY	1,570.25	0.6	1,313.00	0.6	12,785.92	0.7	11,817.00	0.6	968.92	8.2
5071 WATER	104.18	0.0	94.00	0.0	856.60	0.0	846.00	0.0	10.60	1.2
TOTAL UTILITIES	4,126.55	1.7	2,532.00	1.1	26,999.72	1.5	22,788.00	1.2	4,211.72	16.4

## INCOME STATEMENT SCHOOL

MARCH 01, 2004 - MARCH 31, 2004

REPORT # 003 VERSION # 000005 FORMAT # 02

	CURRENT PERIOD				YEAR TO DATE				YTD NET CHANGE	
	THIS YEAR	PCT	BUDGET	PCT	THIS YEAR	PCT	BUDGET	PCT	AMOUNT	VAR%
INSURANCE										
5072 PUBLIC LIABILITY	23,816.00	10.2	27,958.00	12.8	214,350.00	12.5	251,622.00	14.2	37,272.00-	14.8-
5074 OTHER LIABILITY	717.00	0.3	800.00	0.3	6,702.82	0.3	7,200.00	0.4	497.18-	6.9-
TOTAL INSURANCE	24,533.00	10.5	28,758.00	13.1	221,052.82	12.8	258,822.00	14.6	37,769.18-	14.5-
OTHER EXPENSES										
5076 OPERATORS LICENSES	340.00	0.1	292.00	0.1	1,220.00	0.0	2,628.00	0.1	1,408.00-	53.5-
5078 DUES & MEMBERSHIP	57.56	0.0	167.00	0.0	171.51	0.0	1,503.00	0.0	1,331.49-	88.5-
5079 TRAINING & MEETINGS	654.00	0.2	125.00	0.0	2,085.25	0.1	1,125.00	0.0	960.25	85.3
5080 TOLLS	2.00	0.0	0.00	0.0	62.85	0.0	0.00	0.0	62.85	100.0
5081 PRE-EMPLOYMENT EXAM	0.00	0.0	333.00	0.1	7,315.00	0.4	2,997.00	0.1	4,318.00	144.0
5094 GRIEVANCE EXPENSE	0.00	0.0	38.00	0.0	0.00	0.0	342.00	0.0	342.00-	100.0-
5097 DEPRECIATION EXPENSE	19,630.00	8.4	19,660.00	9.0	176,670.00	10.3	176,940.00	10.0	270.00-	0.1-
TOTAL OTHER EXPENSES	20,683.56	8.8	20,615.00	9.4	187,524.61	10.9	185,535.00	10.5	1,989.61	1.0
TOTAL EXPENSES	232,967.39	100.0	218,153.00	100.0	1,714,500.97	100.0	1,763,021.00	100.0	48,520.03-	2.7-
NET INCOME	267.23-	0.1-	1,269.00	0.5	58,618.56-	3.4-	204,904.00-	11.6-	146,285.44	71.3

C

# Commissioners Memorandum




**To:** Commissioners  
**From:** Bob Jeniski, Operations Manager  
**Date:** April 22, 2004  
**Re:** Transit Statistical Report – March 2004

The following chart details the comparison between current and previous years for service in March.

	2003 21	March 2004 23	Percent Difference
AM AIRPORT- Route #1	321	481	49.84%
PM AIRPORT-Route #1	301	482	60.13%
Lake-Hanover St. Route #2	2817	3192	13.31%
Goffsfalls Route #3	985	1085	10.15%
Page-Elliot Route #4	1697	1700	0.18%
Pinard-Bremer Route #5	1075	1448	34.70%
Gossler-St. Anselm Route #6	1602	1920	19.85%
VA Hospital Route #7	1692	1926	13.83%
So. Willow Route #8	2149	2871	33.60%
DW Highway-River Rd. Route #9	1786	1967	10.13%
Valley-Weston Rd. Route #10	2934	3127	6.58%
Front St. Route #11	1559	1653	6.03%
So. Beech Route #12	2607	2691	3.22%
Bedford Mall Route #13	4433	4174	-5.84%
VISTA SHUTTLE	212	398	87.74%
SHOP&SAVE SHUTTLE	416	655	57.45%
VERIZON WIRELESS SHUTTLE	2615	1362	-47.92%
CCT	125	247	97.60%
Weekday Fixed Route Totals	29326	31379	7.00%
Saturday Fixed Route Totals	1706	2769	62.31%
MTA Specials & Excursions	0	0	0.00%
Fixed Route Weekday Average	1311	1364	4.07%
Total Transit Passengers Served	31032	34148	10.04%

The two attached pages show the graph of service changes over the past fiscal years and the standard report.

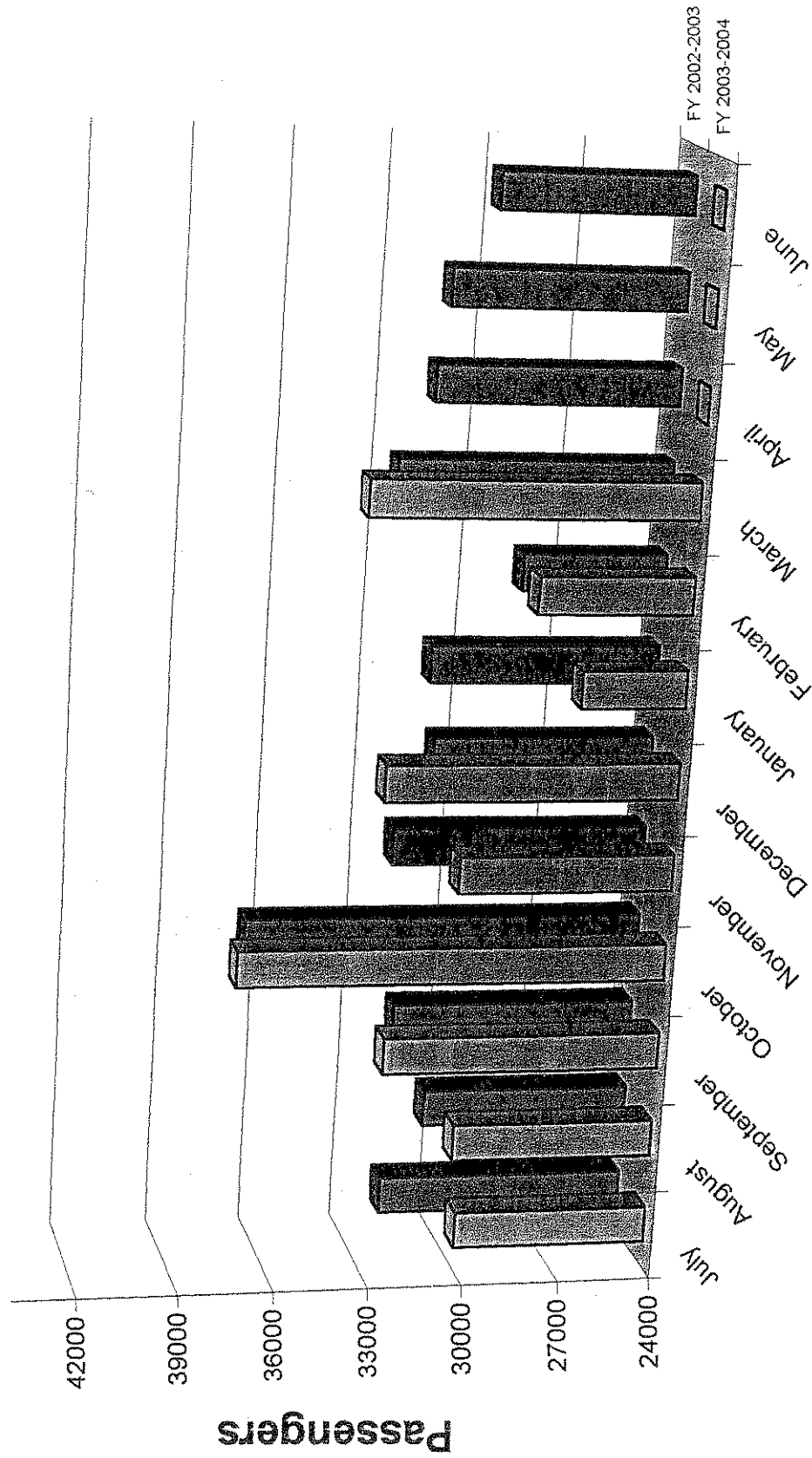
On Tuesday April 13, 2004 MTA operated shuttle service from various senior housing complexes to the Senior Resource Day held at Bishop O'Neill Youth Center. A total of 35 passenger trips were completed. 17 to Bishop O'Neill and 18 return trips were completed.

  
 Bob Jeniski  
 Operations Manager



# MTA Fixed Route Service

- FY 2003-2004
- FY 2002-2003



# Step Saver Statistical Report

Reporting Period:

March 2004

## SERVICE TOTALS

Total Days of Service:	25	Total Routes Provided:	72
Total Passenger Trips:	962	Total Wheelchair Trips:	156
Total Service Miles:	3,612.5	Total Service Time:	15,172.9
Total Subscriptions Served:	770	Total Reservations Taken:	192
Total Cancellations:	177	Total No-Go's:	0

## STATISTICS

Avg. Passenger Trips/Day:	38.5	Avg. Wheelchair Trips/Day:	6.2
Avg. Daily Miles:	144.5	Avg. Daily Time:	606.9
Avg. Daily Subscriptions:	30.8	Avg. Daily Reservations:	7.7
Avg. Miles/Passenger Trip:	3.8	Avg. Trip Time:	15.8
Avg. Daily Cancellations:	7.1	Avg. Daily No-Go's:	0.0

## DAY OF WEEK BREAKDOWN

	MON	TUE	WED	THU	FRI	SAT	SUN
Total Weekdays For Period:	5	5	5	4	4	4	4
Avg. Passenger Trips/Day:	35.0	40.6	45.2	44.5	37.0	8.0	0.0
Avg. Wheelchair Trips/Day:	6.8	5.8	9.4	5.3	5.8	0.5	0.0
Avg. Daily Miles:	122.4	167.1	159.6	168.6	126.8	46.5	0.0
Avg. Daily Time:	546.1	717.6	644.7	680.8	542.0	185.0	0.0
Avg. Daily Subscriptions:	28.2	32.8	35.0	35.8	30.5	6.3	0.0
Avg. Daily Reservations:	6.8	7.8	10.2	8.8	6.5	1.8	0.0
Avg. Miles/Passenger Trip:	3.5	4.1	3.5	3.8	3.5	5.8	0.0
Avg. Trip Time:	15.6	17.7	14.3	15.3	14.6	23.1	0.0
Avg. Daily Cancellations:	7.6	8.2	5.6	13.0	1.3	3.3	0.0
Avg. Daily No-Go's:	0.0	0.0	0.0	0.0	0.0	0.0	0.0



"A thoughtful act  
or a kind word  
may pass in a moment,  
but the warmth and care behind it  
stay in the heart forever."

Thank you very much.

Carol Johnson

1

GREATER MANCHESTER CLERGY ASSOCIATION

% Dr. Elise B. Tougas, President

172 Belmont St.

Manchester, NH 03103-4452

Tel.: 625-6409

May 7, 2004

Board of Mayor and Aldermen  
City Hall  
1 City Hall Plaza  
Manchester, NH 03101

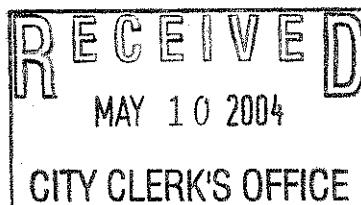
Dear Members of the Board:

In recent weeks we have learned that the Board of Mayor and Aldermen have voted against the establishment of a halfway house for federal prisoners in the Manchester area. In light of the fact that many of the inmates of such an institution would likely be natives of this area, with family ties here, it would seem logical that they would be given the opportunity to re-establish those ties in a supervised process which would include help in finding suitable employment, and in developing a satisfactory work ethic. At this time, the Greater Manchester Clergy Association therefore recommends that the Board of Mayor and Aldermen take a positive stance toward the concept of such a halfway house being located in the Manchester area.

Sincerely yours,

*Elise B. Tougas*

Elise B. Tougas, President  
Greater Manchester Clergy Association



# City of Manchester New Hampshire

In the year Two Thousand and Four

## A RESOLUTION

"Authorizing Bonds, Notes or Lease Purchases in the amount of Seven Hundred Twenty Thousand Dollars (\$720,000) for the 2004 CIP 713204 Public Works ROW Improvement Project."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

SECTION 1. That there be and hereby is authorized under and pursuant to the Municipal Finance Act, and any other enabling authority, the issuance and sale of general obligation serial bonds, notes or lease purchases of the City in the aggregate principal amount of Seven Hundred Twenty Thousand Dollars (\$720,000) at one time or from time to time as one or more separate bond, note or lease purchase issues for purposes stated in Section 3 of said Act, as more specifically hereinafter indicated. The bonds, notes or lease purchases of each issue shall bear the City Seal, shall be signed by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the Finance Officer and shall be payable in such annual installments as shall be determined by the Finance Officer with the approval of the Mayor. Except as otherwise provided by law and this Resolution, discretion to fix the date, maturities, denomination, place of payment, form and other details of each issue of said bonds, notes or lease purchases and of providing for the sale thereof is hereby delegated to the Finance Officer.

SECTION 2. That the proceeds of said bonds, notes or lease purchases be and they are hereby appropriated for the purpose of financing costs of the following public works and improvements of a permanent nature, hereby authorized namely,

<u>Purpose</u>	<u>Amount</u>
2004 CIP 713204, Public Works ROW Improvement Project	\$720,000

It is hereby declared that the public works and improvements to be financed by said bonds, notes or lease purchases have a useful life in excess of 20 years.

SECTION 3. That the Finance Officer, with the approval of the Mayor, is hereby authorized to issue at one time or from time to time notes in anticipation of said bonds, notes or lease purchases and to renew or refund the same under and pursuant to and to the extent authorized by RSA 33:7a.

SECTION 4. That an amount sufficient to pay the principal of and interest on said bonds, notes or lease purchases payable in each year during which they are outstanding be and hereby is appropriated and, to the extent other funds are not available for such purpose, said amount shall be included in the tax levy for each year until the debt represented by said bonds, notes or lease purchases is extinguished.

# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Authorizing Bonds, Notes or Lease Purchases in the amount of Seven Hundred Twenty Thousand Dollars (\$720,000) for the 2004 CIP 713204 Public Works ROW Improvement Project."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

SECTION 5. That the bonds, notes or lease purchases herein authorized may be consolidated with any other issue of bonds, notes or lease purchases heretofore or hereafter authorized, provided that the last annual installment of any such consolidated issue shall be payable not later than the date on which the last annual installment of the bonds, notes or lease purchases herein authorized must be payable pursuant to this Resolution.

SECTION 6. This Resolution shall take effect upon its passage.



# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Amending the FY 2004 Community Improvement Program, authorizing and appropriating funds in the amount of Seven Hundred Seventy Thousand Dollars (\$770,000) for FY2004 CIP 713204 Public Works ROW Improvement Project."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2004 CIP as contained in the 2004 CIP budget; and

WHEREAS, Table 4 contains all sources of General Obligation Bond funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen desires to expedite the Budgeting and Bond Authorization process for the Public Works ROW Improvement Project in order to complete the project in a timely manner this construction season;

NOW, THEREFORE, be it resolved that the 2004 CIP be amended as follows:

**By adding:**

FY2004 713204 – Public Works ROW Improvement Project - \$720,000 Bond, \$50,000 Other

Resolved, that this Resolution shall take effect upon its passage.

G

# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Amending the FY 2000 and 2003 Community Improvement Programs, transferring, authorizing and appropriating funds in the amount of Forty Seven Thousand Three Hundred Fifty Eight Dollars (\$47,358) for FY2003 CIP 610403 Downtown Municipal Infrastructure Project."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2000 and 2003 CIP as contained in the 2000 and 2003 CIP budget; and

WHEREAS, Table 2 contains all sources of Community Development Block Grant, Emergency Shelter Grant and Home funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen desires to provide additional funding to finance the shortfall for the Downtown Municipal Infrastructure Lowell Street Reconstruction Pproject; and

WHEREAS, fund balances in the amount of \$47,358 exist in the completed 1037 Elm Street project;

NOW, THEREFORE, be it resolved that the 2000 and 2003 CIP be amended as follows:

**1. By decreasing:**

FY2000 650200 – 1037 Elm Street Project - \$47,358 CDBG  
(from \$880,000 CDBG to \$832,642 CDBG)

**and by increasing:**

FY2003 610403 – Downtown Municipal Infrastructure Project- \$47,358 CDBG  
(from \$150,000 CDBG to \$197,358 CDBG)

Resolved, that this Resolution shall take effect upon its passage.

G



# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Amending the FY 2004 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Twenty Five Thousand Ninety Eight Dollars and Ninety Eight Cents (\$25,098.98) for FY2004 CIP 510604 Neighborhood Playground Rehabilitation Project."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2004 CIP as contained in the 2004 CIP budget; and

WHEREAS, Table 2 contains all sources of Community Development Block Grant, Emergency Shelter Grant and Home funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen desires to provide funding to effect certain improvements at Sheridan Emmett Park; and

WHEREAS, fund balances in the amount of \$25,098.98 remain in the 2004 School Recreational Facilities project;

NOW, THEREFORE, be it resolved that the 2004 CIP be amended as follows:

**1. By decreasing:**

FY2004 310204 – School Recreational Facilities Project - \$25,098.98 CDBG  
(from \$100,000 CDBG to \$74,901.02 CDBG)

**and by increasing:**

FY2004 510604 – Neighborhood Playground Rehabilitation Project- \$25,098.98 CDBG  
(from \$210,000 CDBG to \$235,098.98 CDBG)

Resolved, that this Resolution shall take effect upon its passage.

G



# CITY OF MANCHESTER

## Office of the City Clerk



Leo R. Bernier  
City Clerk

Carol A. Johnson  
Deputy City Clerk

Paula L-Kang  
Deputy Clerk  
Administrative Services

Matthew Normand  
Deputy Clerk  
Licensing & Facilities

Patricia Piecuch  
Deputy Clerk  
Financial Administration

Memo To: Board of Mayor and Aldermen

From: Carol A. Johnson  
Deputy City Clerk

Date: May 13, 2004

Re: Request for Contingency Funds  
Voting Machine Upgrades/Replacements

The City's voting machines are in need of upgrades and partial replacements to meet the demands of the upcoming elections. I am requesting a transfer from Contingency of \$34,620.00 to address the problems.

The voting machines were purchased nine years ago, and while they have served us well, they are getting tired. The last three elections have presented problems and it is my belief that lack of addressing the problem will result in some wards having to hand-count their ballots at the presidential election this year.

The upgrading of these machines will also allow the machines to better read the ballots regardless of what instrument is used for marking the ballot, since the readers are much more sensitive than the original models the City purchased.

Regardless of other machines that will be required under the HAVA regulations, the City will still be able to utilize these machines once upgraded. Your favorable consideration would be most appreciated.

H



**To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the Board approve expediting four infrastructure improvement bond projects totaling \$720,000 from the FY2005 proposed CIP as follows:

Street Reconstruction	\$145,000
Brown Avenue	\$175,000
Discretionary Sidewalks	\$350,000
50/50 Program	\$50,000

and for such purpose an amending resolution and bond resolution have been submitted.

Respectfully submitted,

  
Clerk of Committee  


I

# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Amending the FY 2004 Community Improvement Program, authorizing and appropriating funds in the amount of Seven Hundred Seventy Thousand Dollars (\$770,000) for FY2004 CIP 713204 Public Works ROW Improvement Project."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2004 CIP as contained in the 2004 CIP budget; and

WHEREAS, Table 4 contains all sources of General Obligation Bond funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen desires to expedite the Budgeting and Bond Authorization process for the Public Works ROW Improvement Project in order to complete the project in a timely manner this construction season;

NOW, THEREFORE, be it resolved that the 2004 CIP be amended as follows:

**By adding:**

FY2004 713204 – Public Works ROW Improvement Project - \$720,000 Bond, \$50,000 Other

Resolved, that this Resolution shall take effect upon its passage.

I

# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of Seven Hundred Twenty Thousand Dollars (\$720,000) for the 2004 CIP 713204 Public Works ROW Improvement Project.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

SECTION 1. That there be and hereby is authorized under and pursuant to the Municipal Finance Act, and any other enabling authority, the issuance and sale of general obligation serial bonds, notes or lease purchases of the City in the aggregate principal amount of Seven Hundred Twenty Thousand Dollars (\$720,000) at one time or from time to time as one or more separate bond, note or lease purchase issues for purposes stated in Section 3 of said Act, as more specifically hereinafter indicated. The bonds, notes or lease purchases of each issue shall bear the City Seal, shall be signed by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the Finance Officer and shall be payable in such annual installments as shall be determined by the Finance Officer with the approval of the Mayor. Except as otherwise provided by law and this Resolution, discretion to fix the date, maturities, denomination, place of payment, form and other details of each issue of said bonds, notes or lease purchases and of providing for the sale thereof is hereby delegated to the Finance Officer.

SECTION 2. That the proceeds of said bonds, notes or lease purchases be and they are hereby appropriated for the purpose of financing costs of the following public works and improvements of a permanent nature, hereby authorized namely,

<u>Purpose</u>	<u>Amount</u>
2004 CIP 713204, Public Works ROW Improvement Project	\$720,000

It is hereby declared that the public works and improvements to be financed by said bonds, notes or lease purchases have a useful life in excess of 20 years.

SECTION 3. That the Finance Officer, with the approval of the Mayor, is hereby authorized to issue at one time or from time to time notes in anticipation of said bonds, notes or lease purchases and to renew or refund the same under and pursuant to and to the extent authorized by RSA 33:7a.

SECTION 4. That an amount sufficient to pay the principal of and interest on said bonds, notes or lease purchases payable in each year during which they are outstanding be and hereby is appropriated and, to the extent other funds are not available for such purpose, said amount shall be included in the tax levy for each year until the debt represented by said bonds, notes or lease purchases is extinguished.

# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Authorizing Bonds, Notes or Lease Purchases in the amount of Seven Hundred Twenty Thousand Dollars (\$720,000) for the 2004 CIP 713204 Public Works ROW Improvement Project."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

SECTION 5. That the bonds, notes or lease purchases herein authorized may be consolidated with any other issue of bonds, notes or lease purchases heretofore or hereafter authorized, provided that the last annual installment of any such consolidated issue shall be payable not later than the date on which the last annual installment of the bonds, notes or lease purchases herein authorized must be payable pursuant to this Resolution.



SECTION 6. This Resolution shall take effect upon its passage.

I

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the Board authorize transfer and expenditure of funds in the amount of \$47,358 (CDBG) for FY2003 CIP 610403 Downtown Municipal Infrastructure Project, and for such purpose a resolution and budget authorizations have been submitted.

Respectfully submitted,


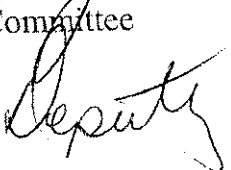
  
Clerk of Committee  


J

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the Board authorize transfer and expenditure of funds in the amount of \$25,098.98 (CDBG) for FY2004 CIP 510604 Neighborhood Playground Rehabilitation Project, and for such purpose a resolution and budget authorizations have been submitted.

Respectfully submitted,

  
Clerk of Committee  


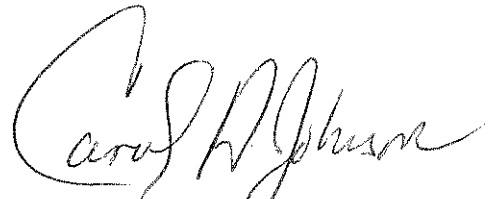
K



**To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that a request from Parks, Recreation & Cemetery to procure two vehicles through the State of NH procurement process to replace a 1988 panel van and a 1987 station wagon be approved.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Carol R. Johnson".

Clerk of Committee

A handwritten signature in cursive script, appearing to read "Deputy".A large, handwritten capital letter "L" in the bottom left corner of the page.



**CITY OF MANCHESTER**  
**Parks, Recreation & Cemetery Department**

625 Mammoth Road  
Manchester, NH 03104-5491  
(603) 624-6565 Administrative Office  
(603) 624-6514 Cemetery Division  
(603) 624-6569 Fax

**COMMISSION**

George "Butch" Joseph, Chairman  
Steve Johnson, Clerk  
Michael Worsley  
Joseph Sullivan  
Sandra Lambert  
Ronald Ludwig, Director

April 23, 2004

C.I.P. Committee of the  
Honorable Board of Mayor and Alderman  
One City Hall Plaza  
Manchester, NH 03101

Attn: Leo R. Bernier, City Clerk

Re: Purchase of New Vehicles

Dear Committee Members:

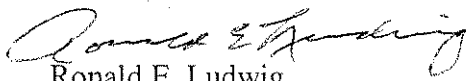
The Mayor has authorized a transfer of \$30,000.00 for within the Parks, Recreation and Cemetery Budget to purchase 2 vehicles.

The vehicles to be replaced are a 1988 panel van and a 1987 station wagon. Both vehicles are severely rusted and will not pass state inspection without a significant amount of body work. The repair of these vehicles would be cost prohibitive.

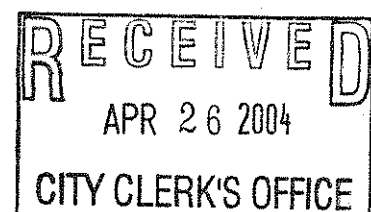
I am requesting the Committee's approval to move forward with these purchases, utilizing the State of NH procurement process.

I will be available to answer any questions you may have relative to this request

Sincerely,

  
Ronald E. Ludwig  
Director

Cc: Kevin Sheppard, Deputy Public Works Director  
Seth Wall, Assistant to the Mayor  
Mindy Salomone-Abood



**To the Board of Mayor and Aldermen of the City of Manchester:**

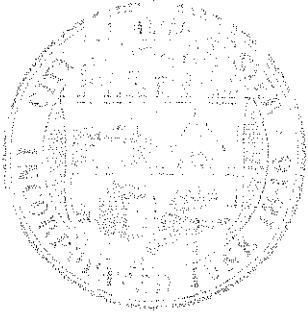
The Committee on Community Improvement respectfully advises, after due and careful consideration, that it has approved a request from Bruce Thomas of the Highway Department to complete various projects enclosed herein as part of the City's Chronic Drain Program, subject to availability of funding.

Respectfully submitted,

  
Clerk of Committee

  
Deputy





**City of Manchester  
Department of Highways**

227 Maple Street  
Manchester, New Hampshire 03103-5596  
(603) 624-6444 Fax # (603) 624-6487

**Commission**

Edward J. Beleski  
- Chairman  
Henry R. Bourgeois  
William F. Kelley  
Michael W. Lowry  
William A. Varkas

Frank C. Thomas, P.E.  
Public Works Director

Kevin A. Sheppard, P.E.  
Deputy Public Works Director

May 5, 2004

C.I.P. Committee of the  
Honorable Board of Mayor and Aldermen  
C/O Mr. Leo Bernier  
CITY CLERKS OFFICE  
One City Hall Plaza  
Manchester, New Hampshire 03103

Re: Request to Approve Chronic Drain Projects

Gentlemen:

The Manchester Highway Department hereby requests your approval to complete work on the following projects as part of the City's Chronic Drain program and as funding becomes available:

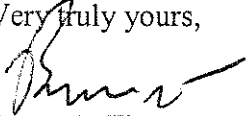
<b>Project:</b>	<b>Estimated Cost:</b>
Cushing Avenue to Dead End	\$7,000
Westwood Drive	\$13,000
East High at Weston	\$2,500
Margarite Street	\$10,000
<b>Total Estimated Cost:</b>	<b>\$32,500</b>

The Department has reviewed our list of chronic drain projects and feel that these are the highest priority. Once our current projects are complete, and funding becomes available for F.Y. 2004, we expect to have a balance of about \$38,000. The total materials cost of the proposed work is approximately \$32,500. For your use, I have attached an estimates and sketches of each project.

Note that there is an existing Cushing Avenue project that is underway. This new Cushing Avenue project is a continuation of the existing one. This project will be funded with existing chronic drain funding.

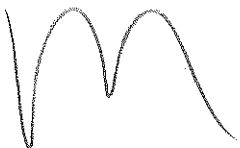
The other projects will be funded out of balances in the Chronic Drain program combined with F.Y. 2005 funding. If you have any questions or comments or if I can be of further assistance, please do not hesitate to call.

Very truly yours,



Bruce A. Thomas  
Engineering Manager

c/Frank C. Thomas, P.E.  
Kevin A. Sheppard, P.E.  
Samuel Maranto



# HIGHWAY DEPARTMENT ESTIMATE

Cushing Avenue Drain at #10

DLW      May 3, 2004

QUANTITY	UNITS	ITEMS	UNIT PRICE	TOTAL ITEM COST
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## ROADWAY MATERIALS

17	TON	3/8" Wearing Course	\$24.50	\$418.95
34	TON	3/8" Base Course	\$24.50	\$837.90
124	TON	Crushed Gravel	\$7.00	\$866.25
150	CY	Bank Run Gravel	\$7.00	\$1,050.00

**SUBTOTAL      \$3,173.10**

## DRAINAGE MATERIALS:

2	EA	Type B Frames and Grates	\$105.06	\$210.12
2	EA	Round Slab Top 48"	\$80.00	\$160.00
2	VF	48" Dia. Riser	\$78.00	\$156.00
2	EA	48" Dia. Base	\$192.00	\$384.00
62	TON	3/4" Stone	\$6.15	\$382.95
135	TON	Sand Fill	\$1.80	\$242.10
269	LF	12" Dia. HDP Pipe	\$3.27	\$879.63

**SUBTOTAL:      \$2,414.80**

## MISCELLANEOUS MATERIALS:

15	CY	Loam (4")	\$10.50	\$157.50
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**SUBTOTAL:      \$157.50**

ROADWAY MATERIALS:	\$3,173.10
DRAINAGE MATERIALS:	\$2,414.80
MISCELLANEOUS MATERIALS	\$157.50

SUBTOTAL (MATERIALS):      \$5,745.40

ADD 15% (OF VALUE OF MATL.):      \$861.81

**TOTAL (MATERIALS AND SUBCONTRACTS):      \$6,607.21**

USE:      \$7,000



PHASE I PHASE II

CHANDIA  
RODRO

# HIGHWAY DEPARTMENT ESTIMATE

Westwood Drive

DLW      FEBRUARY 23, 2004

PROJECT DESCRIPTION: Eliminate puddle problem in front of #420 Westwood Drive by extending drain line from Goffs Falls Road

QUANTITY	UNITS	ITEMS	UNIT PRICE	TOTAL ITEM COST
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## ROADWAY MATERIALS

27	TON	3/8" Wearing Course	\$24.50	\$661.50
54	TON	3/8" Base Course	\$24.50	\$1,323.00
170	TON	Crushed Gravel	\$7.00	\$1,190.29
206	CY	Bank Run Gravel	\$7.00	\$1,442.78
4	EA	Granite Curb Inlets	\$105.00	\$420.00

**SUBTOTAL      \$5,037.57**

## DRAINAGE MATERIALS:

4	EA	Type B Frames and Grates	\$105.06	\$420.24
4	EA	Round Slab Top 48"	\$80.00	\$320.00
16	VF	48" Dia. Riser	\$78.00	\$1,248.00
4	EA	48" Dia. Base	\$192.00	\$768.00
123	TON	3/4" Stone	\$6.15	\$754.51
265	TON	Sand Fill	\$1.80	\$477.00
530	LF	12" Dia. HDP Pipe	\$3.27	\$1,733.10

**SUBTOTAL:      \$5,720.85**

## MISCELLANEOUS MATERIALS:

6	CY	Loam (4")	\$10.50	\$64.75
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**SUBTOTAL:      \$64.75**

ROADWAY MATERIALS:	\$5,037.57
DRAINAGE MATERIALS:	\$5,720.85
MISCELLANEOUS MATERIALS	\$64.75

SUBTOTAL (MATERIALS):    \$10,758.42

ADD 15% (OF VALUE OF MATL.):    \$1,613.76

**TOTAL (MATERIALS ONLY):    \$12,372.19**

**USE:      \$13,000**







1" = 100'  
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# HIGHWAY DEPARTMENT ESTIMATE

East High at #476

BAT 4/13/04

QUANTITY	UNITS	ITEMS	UNIT PRICE	TOTAL ITEM COST
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## ROADWAY MATERIALS

12	TON	3/8" Wearing Course	\$24.50	\$295.13
24	TON	3/8" Base Course	\$24.50	\$590.25
174	TON	Crushed Gravel	\$7.50	\$1,307.63

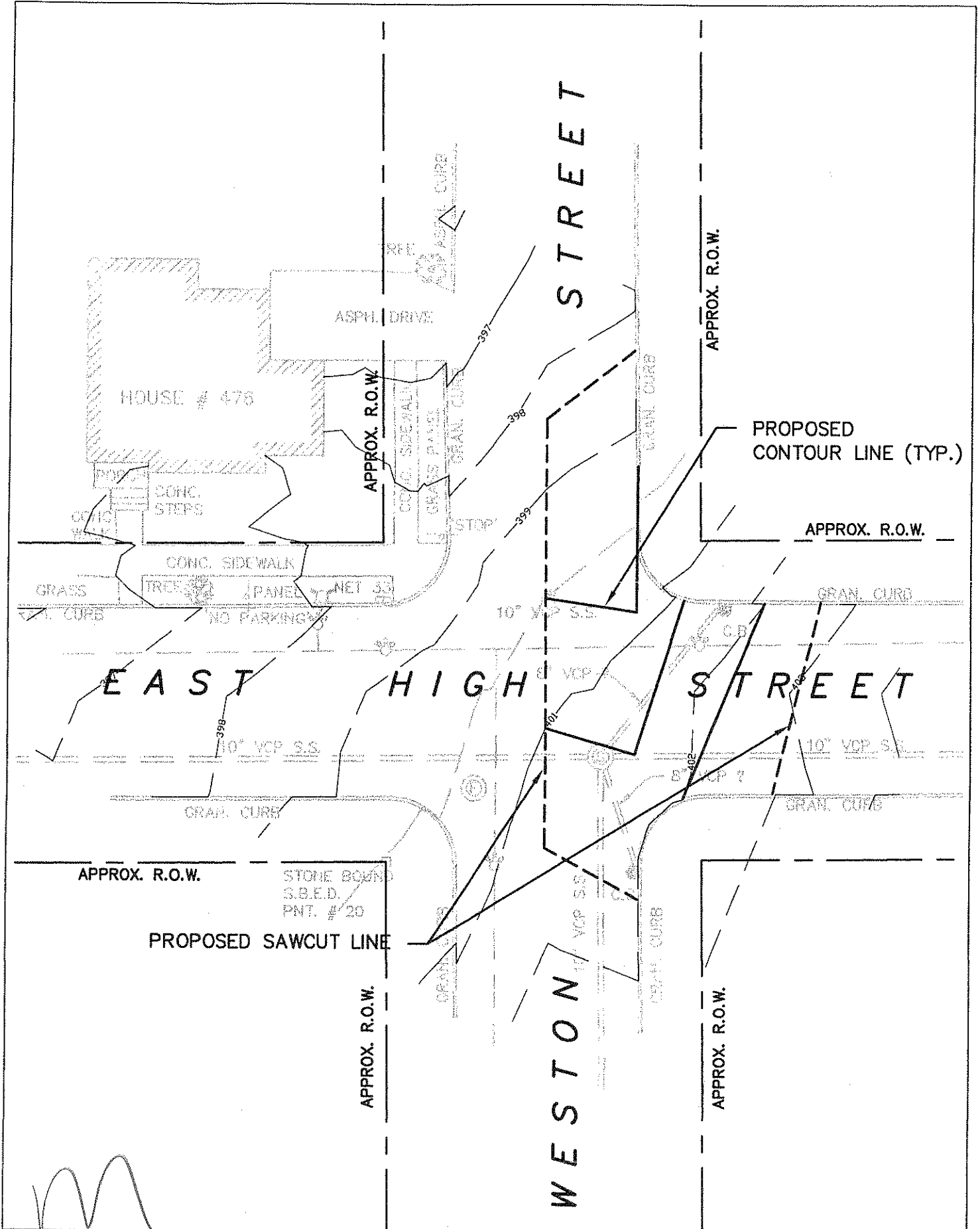
SUBTOTAL \$2,193.01


ADD 15% (OF VALUE OF MATL.): \$328.95

TOTAL (MATERIALS AND SUBCONTRACTS): \$2,521.96

USE: \$2,500





SHEET 1 OF 1	WESTON STREET DRAINAGE IMPROVEMENTS		 CITY OF MANCHESTER DEPARTMENT OF HIGHWAYS ENGINEERING DIVISION 227 MAPLE STREET MANCHESTER, NEW HAMPSHIRE 03103					PROJECT NO. PROJECT #		
								FILE NAME NAME		
			DATE: JUNE 1995	DESIGNED BY: B.A.T.	DRAWN BY: D.J.C.	CHECKED BY: J.W.D.	SUBMITTED BY: B.A.T.	SCALE:		
								HORZ. 1" = 20'		
								VERT. N/A		
REV.	DESCRIPTION									

# HIGHWAY DEPARTMENT ESTIMATE

Margarite Drain  
B.A.T. May 4, 2004

**PROJECT DESCRIPTION:** Installation of drain line to eliminate puddling..

QUANTITY	UNITS	ITEMS	UNIT PRICE	TOTAL ITEM COST
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## ROADWAY MATERIALS

21	TON	3/8" Wearing Course	\$24.50	\$512.05
42	TON	3/8" Base Course	\$24.50	\$1,024.10
91	TON	Crushed Gravel	\$7.00	\$635.25
75	CY	Bank Run Gravel	\$7.00	\$523.83

**SUBTOTAL      \$2,695.23**

## DRAINAGE MATERIALS:

	EA	DMH Frame and Cover	\$126.42	\$0.00
2	EA	CB Type B Frame and Grate	\$126.42	\$252.84
2	EA	Round Slab Top 48"	\$80.00	\$160.00
12	VF	48" Dia. Riser	\$78.00	\$936.00
12	EA	48" Dia. Base	\$192.00	\$2,304.00
76	TON	3/4" Stone	\$6.15	\$469.79
17	TON	Sand Fill	\$1.80	\$29.70
330	LF	15" Dia. HDP Pipe	\$4.42	\$1,458.60
1	EA	Headwall	\$200.00	\$200.00

**SUBTOTAL:      \$5,810.93**

## MISCELLANEOUS MATERIALS:

18	CY	Loam (4")	\$10.50	\$192.50
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**SUBTOTAL:      \$192.50**

ROADWAY MATERIALS:	\$2,695.23
DRAINAGE MATERIALS:	\$5,810.93
MISCELLANEOUS MATERIALS	\$192.50

SUBTOTAL (MATERIALS):      \$8,698.67

ADD 15% (OF VALUE OF MATL.):      \$1,304.80

**TOTAL (MATERIALS AND SUBCONTRACTS):      \$10,003.46**

USE:      \$10,000




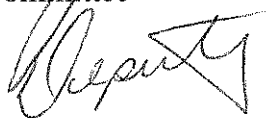
1" = 100'  
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**To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Finance respectfully recommends, after due and careful consideration, that the Police Department be authorized to purchase ten (10) vehicles at a cost of up to \$230,000 and that the Mayor be requested to authorize a transfer of funds to cover the cost from the Police Department's Fiscal Year 2004 budget, subject to certification by the Finance Officer that funds are available.

Respectfully submitted,

  
Clerk of Committee  


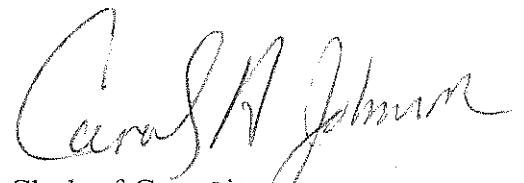



**To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Joint School Buildings respectfully advises, after due and careful consideration, that it has authorized an expenditure of up to \$381,106 from the School Facilities Improvement Project's contingency account to cover costs associated with the addition of constructing two stairwells in the additions at Southside and Hillside Middle Schools.

The Committee further notes that it has referred this matter to the City Solicitor for a ruling as to who is responsible for the funding.

Respectfully submitted,


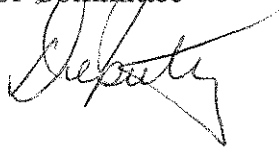
  
Clerk of Committee  


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**To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Lands and Buildings respectfully recommends, after due and careful consideration, that a lease agreement, as enclosed herein, between the City of Manchester and the Manchester Artist Association for space in The McIninch Family Gallery located at 1528 Elm Street be granted and approved, and that the Mayor be authorized to execute same, subject to the review and approval of the City Solicitor.

Respectfully submitted,

  
Clerk of Committee  


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## LEASE AGREEMENT

This lease agreement is entered into on \_\_\_\_\_, 2004 between the City of Manchester, with a principal business address of One City Hall Plaza, Manchester, New Hampshire (hereinafter, the "Lessor") and the Manchester Artist Association, a non-profit organization with a principal address of P.O. Box 636, Manchester, New Hampshire 03105 (hereinafter, the "Lessee").

### RECITALS

The Lessor is the owner of real property located at 1528 Elm Street, Manchester, New Hampshire, which includes the McIninch Family Gallery.

The Lessee desires to lease the McIninch Family Gallery located at 1528 Elm Street, Manchester, New Hampshire for the purposes of displaying art therein.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

### SUBJECT OF LEASE; INGRESS AND EGRESS; PURPOSE

The Lessor leases to the Lessee the portion of the building located at 1528 Elm Street, Manchester, New Hampshire known as the McIninch Family Gallery (hereinafter, the "Premises"). The Lessee shall also have the right of ingress and egress through the entrance located on Elm Street and halls and corridors connecting said entrance and the Premises. The Lessee shall use the Premises only for the purpose of an art gallery.

### RENT; TERM OF LEASE

For the payment of one dollar (\$1) by the Lessee to the Lessor upon the effective date of this lease agreement and other valuable consideration, the Lessor agrees to lease to the Lessee the Premises for the period of one year from \_\_\_\_\_, 2004 to \_\_\_\_\_, 2005.

### DONATION TO ART FUND

The Lessee shall make a donation to the Lessor in the sum of five hundred dollars (\$500) for the Lessor's Art Fund at the Lessor's Finance Department, One City Hall Plaza, Manchester, New Hampshire on or before \_\_\_\_\_, 2004. Subsequent donations by the Lessee shall be made on the \_\_\_\_ of each month for the term of this lease, shall be in the sum of five hundred dollars (\$500), and shall be made at the same place as identified above. All donations shall be subject to the requirements of Code of Ordinances for the City of Manchester, N.H., §32.034 for the acceptance of donations.

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### TAXES, UTILITIES, AND REPAIRS

The Lessor shall be liable for any taxes assessed against the Premises and for payment of all utility services, save telephone, internet, cable, or similar communication utilities which shall be the responsibility of the Lessee.

The Lessee shall, at its own expense, maintain the Premises in good condition and keep the Premises clean. The Lessor shall not be responsible for furnishing janitorial or cleaning services to the Premises. The Lessee shall be liable for all repairs to the Premises which may arise from its use, possession, or operation of the Premises. The Lessor shall otherwise be liable for repairs to the Premises.

### IMPROVEMENTS; SIGNS

With the exception of unattached movable fixtures, the Lessee shall obtain the written consent of the Lessor prior to making any alterations, additions, or improvements to the Premises. With the exception of unattached movable fixtures, any such alterations, additions, or improvements shall become the property of the Lessor upon the termination or expiration of this agreement.

Except on the Premises, the Lessee shall not post or exhibit or allow to be posted or exhibited signs, advertisements, posters, or the like in any portion of the building at 1528 Elm Street or on the Lessor's property without the prior written consent of the Lessor.

### RULES AND REGULATIONS

The Lessee agrees to abide by the rules and regulations of the building in which the Premises is located, as they may be amended from time to time. The Lessee shall comply with all laws of the United States, the State of New Hampshire, and the City of Manchester which may be applicable to the Premises.

### SUBLEASES

The Lessee is prohibited from subletting any or all of the Premises without the prior written consent of the Lessor.

### INDEMNIFICATION

The Lessee agrees that the Lessor, its employees, agents, officers, and servants shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind and by whomsoever caused, to the person or property of anyone, including the Lessee, arising out of or resulting from the Lessee's use, possession, or operation of the Premises, or from the installation, existence, use, maintenance, condition, repair, alteration, or removal of any equipment thereon. Lessee hereby agrees to indemnify and hold harmless the

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Lessor, its employees, agents, officer, and servants from and against all claims for such loss, damage, injury, or other casualty.

### INSURANCE

The Lessor agrees to maintain property insurance with respect to the Premises, at such levels it deems appropriate, for the term of the lease; provided however, such insurance shall not cover any personal property of the Lessee or of third party who displays his or her work or otherwise stores personal property on the Premises.

The Lessee agrees to carry and maintain the following insurance for the term of this lease:

A. Comprehensive general liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage and products liability coverage. The minimum limits of liability carried on such insurance shall be \$1,000,000 each occurrence, \$2,000,000 in the aggregate combined single limit for bodily injury and property damage liability, and \$1,000,000 annual aggregate personal injury liability.

B. Liquor liability insurance, if applicable, with a minimum limit of \$1,000,000 each claim.

C. Automobile liability insurance, if applicable, for owned, non-owned, and hired vehicles with limits of \$1,000,000 each accident, combined single limit for bodily injury and property damage.

D. Workers' compensation insurance, if applicable, with statutory coverage, including employer's liability insurance.

Insurance companies utilized must be admitted to do business in the State of New Hampshire or be on the State of New Hampshire Insurance Commissioner's list of approved non-admitted companies and shall have a rating of "A" or better in the current edition of Best's Key Rating Guide. Lessee shall furnish certificate(s) of the above-referenced insurance to the City of Manchester within fourteen (14) days from the date of this agreement and, with respect to renewals of current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall name the City of Manchester as an additional insured, except in the case of workers' compensation insurance.

In addition, the Lessee shall be responsible to obtain any insurance covering its property on the Premises. The Lessee also agrees that it shall advise any third party displaying works or otherwise storing personal property on the Premises in writing that he or she is responsible for procuring insurance for his or her property or otherwise assumes the risk in displaying his or her works on the Premises.

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## EMPLOYEES OR VOLUNTEERS OF LESSEE

Nothing in this agreement shall be construed to render employees or volunteers of the Lessee agents or employees of the Lessor. Nothing in this agreement shall be construed to make the Lessor liable for any obligation of the Lessee to its employees or volunteers.

The Lessee understands that the Lessor shall not furnish employees or staff unless otherwise provided for in this agreement.

## GALLERY CONTENTS

The Lessee is solely responsible for the content of the artwork displayed on the Premises during the term of this agreement. Furthermore, the Lessee agrees to indemnify and hold the Lessor, its employees, officers, agents, and servants harmless with respect to any claim arising from the content of the artwork displayed on the Premises.

## TERMINATION; WAIVER

Either party may terminate this Agreement with at least ninety (90) days written notice to the other party during the term of the agreement. In addition, the Lessor may terminate this agreement for failure to timely pay rent or other breach of the covenants and agreements set forth herein.

The Lessor's pursuit of any of the remedies provided herein shall not constitute a waiver of any other remedy available to the Lessor under this agreement, the law, or equity. The Lessor's waiver of any breach in one instance shall not constitute a waiver of any other breach, including a subsequent breach of the same covenant or duty. Forbearance or omission by the Lessor in enforcing any of its remedies upon the Lessee's breach shall not constitute a waiver of any of its remedies.

## GOVERNING LAW

This agreement is governed by the laws of the State of New Hampshire

## ENTIRE AGREEMENT; MODIFICATION

This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent such are incorporated herein.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be in writing and signed by both parties.

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IN WITNESS WHEREOF, the City of Manchester has caused this lease to be executed in its name and on its behalf by Robert A. Baines, its Mayor, this \_\_\_\_ day of \_\_\_\_\_, 2004.

Signed  
in the presence of:

CITY OF MANCHESTER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Robert A. Baines,  
Its Mayor

IN WITNESS WHEREOF, the Manchester Artist Association has caused this lease to be executed in its name and on its behalf by Sue Ritze, its President, this \_\_\_\_ day of \_\_\_\_\_, 2004.

Signed  
In the presence of:

MANCHESTER ARTIST  
ASSOCIATION

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Sue Ritze,  
Its President

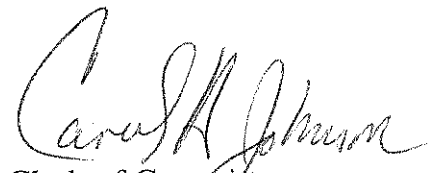

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**To the Board of Mayor and Aldermen of the City of Manchester:**

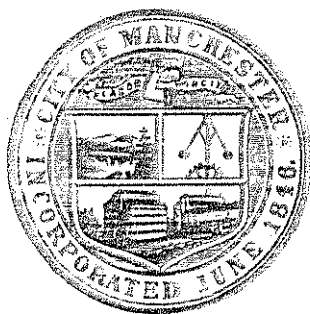
The Committee on Traffic/Public Safety respectfully recommends, after due and careful consideration, that:

- 1) the current Center of NH Garage Operating Agreement be extended to June 30, 2004; and
- 2) the Operating Agreement renewal effective July 1, 2004, enclosed herein, be accepted; and
- 3) the Mayor be authorized to execute said agreement subject to review and approval of the City Solicitor.

Respectfully submitted,

  
Clerk of Committee  


Q



**City of Manchester  
Office of the City Solicitor**

One City Hall Plaza  
Manchester, New Hampshire 03101  
(603) 624-6523 Fax (603) 624-6528  
TTY: 1-800-735-2964  
Email: [solicitor@ci.manchester.nh.us](mailto:solicitor@ci.manchester.nh.us)

Thomas R. Clark  
City Solicitor

Thomas I. Arnold, III  
Deputy City Solicitor

Daniel D. Muller, Jr.  
Kenneth R. Bernard  
Michele A. Battaglia  
Marc van Zanten

May 5, 2004

Committee on Traffic and Public Safety  
c/o Leo Bernier, Clerk  
One City Hall Plaza  
Manchester, New Hampshire 03101

**Re: Center of New Hampshire Garage Operating Agreement Amendment and  
Renewal.**

Gentlemen:

As the committee is aware staff consisting of Tom Lolicata, Denise Boutilier, Kevin Clougherty and myself have been negotiating a garage operating agreement amendment and renewal with the Center of New Hampshire. These negotiations have resulted in a proposed agreement which I have attached for the committee's review. I have also attached a copy of the original agreement that the proposed agreement amends and extends.

We would ask that the committee recommend acceptance of the proposed parking garage operating agreement amendment and renewal to the Board of Mayor and Aldermen.

As the proposed parking garage operating agreement amendment and renewal has been drafted so that its term starts on July 1, 2004, to coincide with the City's fiscal year, we would ask that the current agreement be extended to June 30, 2004.

I will be in attendance at the Committee's meeting on May 11, 2004 should there be any questions.

Very truly yours,

Thomas I. Arnold, III  
Deputy City Solicitor

Cc: Tom Lolicata - w/o original agreement  
Kevin Clougherty - w/o original agreement  
Burt Peltz - w/o original agreement (via fax)

**CITY OF MANCHESTER, NEW HAMPSHIRE  
PARKING GARAGE OPERATING AGREEMENT AMENDMENT  
AND RENEWAL**

Agreement by and between the City of Manchester, New Hampshire ("City") and JPA III Management Company Inc. (Company) as successor to JPA IV Development Company, to amend and renew the Parking Garage Operating Agreement dated January 1, 1991 as amended by an amendments dated December 19, 1997 and September 22, 2003.

1. That all Amendments to Parking Garage Operating Agreement Dated July 1, 1991 and signed August 24, 1990 are deleted in their entirety including the amendments dated December 19, 1997 and September 22, 2003.

2. Article II paragraph 2.2 Term is amended by replacing the first sentence with the following: The Term of the Agreement shall be for a period of five (5) years commencing on July 1, 2004 and ending on June 30, 2009. Should the City sell the Parking Facility prior to June 30, 2009 this agreement shall terminate upon the transfer of title to the Parking Facility. The Company shall retain its right to manage the Parking Facility pursuant to the Contract for Sale of Land for Private Development dated June 28, 1981 as amended, a notice of which is recorded in the Hillsborough County Registry of Deeds. The Company shall also retain any rights it may have to lease and/or purchase the Parking Facility pursuant to an Agreement to Lease or Purchase executed on or about June 25, 1981.

Article III paragraph 3.1 Maintenance of the Parking Facility is amended by replacing the last sentence with the following: The City represents and warrants to the Company that the performance of one wash-down per year shall be requested to be funded as an Operating Expense under the annual municipal budgets.

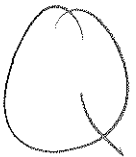
3. Article V paragraph 5.1 Definitions is amended by adding the following paragraph: 5.1(d) Verizon Revenues. Revenues received from Verizon Wireless Arena patrons when events are being held at the Verizon Wireless Arena.

5. Article V paragraph 5.1 Definitions is amended by adding the following paragraph: 5.1(e) Verizon Expenses. Additional operating expenses incurred in the collection of and accounting for, Verizon Revenues.

6. Article V paragraph 5.1(a) Gross Revenues is amended by replacing the last sentence with the following: Tips or gratuities for services rendered and Verizon Revenues, as defined in paragraph 5.1(d), shall not be included in Gross Revenues.

7. Article V paragraph 5.1(b) Operating Expenses is amended by adding the following sentence to the end of the paragraph: Verizon Expenses shall not be included in Operating Expenses.

8. Article V paragraph 5.1 (c) Fiscal Year is amended by deleting the entire paragraph and replacing it with the following: "Fiscal Year" shall mean the twelve (12)





month period commencing on July 1<sup>st</sup> and ending on June 30<sup>th</sup> of the following calendar year.

9. Article V paragraph 5.3(c) is amended by adding the following sentence to the end of the paragraph: The Company shall deposit Verizon Revenues into the operating account.


10. Article V paragraph 5.4(b) is amended by deleting the paragraph and replacing it with the following: The City shall replenish the Operating Account so that it has a balance of forty-two thousand dollars (\$42,000.00) upon the presentation of invoices.

11. Article V paragraph 5.5 Use of Accounts and Funds is amended by adding a new paragraph 5.5(g) as follows: 5.5(g) Verizon Revenues and Expenses the Company shall, no later than the first business day following a Verizon event pay to (a) the City out of said account one-half (1/2) of the Verizon Revenues received for such event, and (b) to itself the remaining one-half (1/2). Within 10 days after the end of each month JPA agrees to submit to the City an itemization of Verizon Expenses incurred during the prior month on account of Verizon Events during the month, together with the Company's check for one-half (1/2) of the Verizon Expenses.

12. Article V paragraph 5.8 Compensation of Company is amended by deleting paragraph 5.8(a) and replacing it with the following: For an in consideration of the services to be performed by Company pursuant to this Agreement, the City covenants and agrees to pay the Company during the term of this Agreement, a yearly fee of sixteen thousand, six hundred thirty-two dollars (\$16,632.00) payable in monthly increments of one thousand three hundred eighty-six dollars (\$1,386.00) each, on the fifteenth day of each calendar month.

13. Article V paragraph 5.8 Compensation of Company is amended by adding the following to the end of paragraph 5.8(b): But in no event shall the Company's Fee be increased by more than three percent (3%) in any one year.

14. Article VI paragraph 6.1 Books and Records is amended by deleting the entire paragraph and replacing it with the following: 6.1 Books and Records. The Company shall keep, in accordance with recognized accounting procedures, such books of account and record as will properly reflect all garage income, including Verizon Revenues, received and disbursements made, including Verizon Expenses, in connection with the operation and maintenance of the Parking Facility. The records maintained by the Company shall include, without limitation, all daily reports, tickets, vouchers, receipts, invoices, bills agreements, checks, cancelled checks, check stubs and all other books, records, papers and documents relevant to the management and operation of the Parking Facility. Such books and records shall be kept at the Company's place of business and shall be open for inspection, and audit, by the City or its duly authorized representative, at reasonable times after reasonable prior notice. The Company agrees to keep such records for a period of two years after expiration of the year to which the records pertain.



15. Article VIII paragraph 8.1 Notice is amended by deleting the entire paragraph and replacing it with the following: 8.1 Notice. Except as otherwise provided herein, all notices required to be given pursuant to this Agreement shall be in writing and shall be delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by hand-delivery, with a receipt therefor, to the following addresses:

If to City:           The Board of Mayor and Aldermen  
                          c/o City Clerk  
                          City of Manchester  
                          One City Hall Plaza  
                          Manchester, New Hampshire 03101

With Copies To:     Finance Officer  
                          City of Manchester  
                          One City Hall Plaza  
                          Manchester, New Hampshire 03101

and                    Director  
                          Traffic Department  
                          City of Manchester  
                          480 Hayward Street  
                          Manchester, New Hampshire 03103

and                    City Solicitor  
                          City of Manchester  
                          One City Hall Plaza  
                          Manchester, New Hampshire 03101

If to Company:       JPA III Management Company, Inc.  
                          200 Stuart Street  
                          Boston, Massachusetts 02116  
                          Attn: Louis N. Vinios

With a Copies To:   Taki Pantazopoulos  
                          JPA III Management Company, Inc.  
                          200 Stuart Street  
                          Boston, Massachusetts 02116  
  
                          Burton Peltz, Esquire  
                          200 Stuart Street  
                          Boston, Massachusetts 02116

16. Should, the parking spaces leased by the Company be segregated from those spaces not leased by the Company the City and Company shall meet for the purpose of amending the Parking Garage Operating Agreement dated January 1, 1991 and signed on August 24, 1990 and this Parking Garage Operating Agreement Amendment and



Renewal. Said amendments shall provide for the City and the Company to receive all revenues, including, Verizon Revenues, generated by their respective spaces as well as for the City and the Company to pay all expenses, including Verizon Expenses, incurred on behalf of their respective spaces. Said amendments shall also provide for the manner and order in which automobiles using the Parking Facility for a hotel purpose shall be directed to Company spaces and automobiles using the Parking Facility for other than hotel purposes shall be directed to City spaces.

IN WITNESS WHEREOF, the parties have caused this amendment to be signed on this \_\_\_\_ day of \_\_\_\_\_, 2003.

The City of Manchester, New Hampshire

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Robert A. Baines  
Mayor

JPA III Management Company, Inc

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Louis N. Vinios  
President

Q

CITY OF MANCHESTER

PARKING GARAGE OPERATING AGREEMENT

PARKING GARAGE OPERATING AGREEMENT (the "Agreement") dated as of January 1, 1991 by and between the City of Manchester, a body politic and corporate of the State of New Hampshire (the "City") and JPA IV Development Company, a Massachusetts joint venture, with a mailing address of 57 Park Plaza, 200 Stuart Street, Boston, Massachusetts 02116 (the "Company").

WHEREAS, the City owns parking facilities located at Granite Street and Canal Street and known as the Center of New Hampshire Parking Garage (the "Parking Facility"); and

WHEREAS, pursuant to a Contract for Sale of Land for Private Redevelopment between the Company, its affiliates JPA III Development Company and JPA V Development Company ("JPA III" and "JPA V", respectively), and the Manchester Housing Authority, a public body politic and corporate of the State of New Hampshire dated June 25, 1981 as amended and assigned (the "Land Disposition Agreement") and a redevelopment plan entitled "Granite Street Development Project" approved by the Mayor and Board of Aldermen of the City on June 24, 1981 (the "Redevelopment Plan"), (a) JPA III has purchased Tract I as shown on the plan entitled "Revised Granite Street Site Project Subdivision & Disposition Plan" dated September 18, 1984 by the MHA and recorded with the Hillsborough County Registry of Deeds as Plan No. 17156 (the "Subdivision Plan") and has constructed a hotel thereon (the "Center of New Hampshire Hotel"), (b) Company has purchased Tract III-A as shown on the Subdivision Plan and has constructed a shopping mall thereon (the "Center of New Hampshire Mall"), and (c) JPA V has purchased Tract II as shown on the Subdivision Plan and has constructed an office building thereon (the "Center of New Hampshire Office Building"), all as part of the redevelopment project in the area bounded by Granite, Elm, Pleasant and Canal Streets in Manchester, New Hampshire and now commonly known as the Center of New Hampshire (the "Project"); and

WHEREAS, Company has the right under the Land Disposition Agreement to operate and manage the Parking Facility, and has given the City and the MHA notice exercising such right; and

WHEREAS, City and the Company entered into a Parking Garage Management Agreement dated May 11, 1985 governing the Company's operation of the Parking Facility; and

WHEREAS, the term of said Parking Garage Management has or will soon expire; and

Q

WHEREAS, the Company desires to continue to operate and manage the Parking Facility as provided in the Land Disposition Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the City and Company agree as follows:

## ARTICLE I

### REPRESENTATIONS

#### 1.1 Representations by the City.

(a) The City is a political subdivision of the State of New Hampshire and a body politic and corporate, duly organized and validly existing under the constitution and laws of the State of New Hampshire, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) The City has duly authorized the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by the City.

#### 1.2 Representations by the Company.

(a) The Company is a joint venture duly formed under the laws of the State of Massachusetts with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) This Agreement, when executed and delivered on behalf of the Company, will constitute the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights, or, to the extent that certain remedies hereunder require or may require enforcement by a court of equity, such principles of equity as the court having jurisdiction may apply.

## ARTICLE II

### OPERATING RELATIONSHIP AND OPERATING MATTERS

2.1 Company to Manage Garage. The City hereby employs and engages Company to manage and operate the Parking Facility. The

Company shall manage and operate the Parking Facility in accordance with the terms of this Agreement and all federal, state and local laws. The Company agrees to cooperate with the City in the City's policy of serving the public.

*modified  
12-14-97*  
**2.2 Term.** The Term of the Agreement shall be for a period of five (5) years commencing on January 1, 1991 and ending on January 1, 1996. The Term establishes the length of this particular Agreement but does not in any way limit the duration of Company's right to operate and manage the Parking Facility as set forth in the Land Disposition Agreement. If, at the end of the Term, Company shall still desire to operate and manage the Parking Facility, the City and Company shall enter into a new management agreement for the next period of years during which Company shall perform such function.

**2.3 Use.** The Parking Facility is to be operated by the Company as a public parking garage. Notwithstanding the previous sentence, the City acknowledges, recognizes and agrees to be bound by (a) the terms of the Agreement to Lease or Purchase between the City and JPA III dated June 25, 1981, as amended, pursuant to which JPA III leases certain parking spaces in the Parking Facility for use in connection with the Center of New Hampshire Hotel (the "JPA III Parking Lease"), (b) the terms of the Deed of Tract III-A from the MHA to Company dated November 6, 1984 recorded with Hillsborough County Registry of Deeds in Book 3232, Page 838, as amended (if applicable), pursuant to which Company has certain rights to use the Parking Facility in connection with the Center of New Hampshire Mall (the "JPA IV Tract III-A Deed"), (c) abide by all terms of the Deed of Tract II from the MHA to JPA V dated May 1985 as amended (if applicable), pursuant to which JPA V has certain rights to use the Parking Facility in connection with the Center of New Hampshire Office Building (the "JPA V Tract II Deed").

**2.4 Compliance with the Internal Revenue Code.** The Company agrees to use its best efforts to (a) refrain from taking or omitting any action under its control which could adversely affect the tax-exemption of the interest on the revenue obligations under the Internal Revenue Code, and (b) operate the Parking Facility or cause the same to be operated as a "parking facility" in accordance with Section 103(b)(4) of the Code and the regulations thereunder. The City will regularly advise the Company regarding these requirements under the Code and applicable regulations. The term "Internal Revenue Code" means the Internal Revenue Code of 1954, as amended, or the Internal Revenue Code of 1986, as amended, and as applicable.

**2.5 Rates, Days and Hours.** The City shall establish the rates to be charged for parking in the Parking Facility and the days and hours during which the Parking Facility shall be open. The

City agrees to consider, when setting such rates, the rights granted in the JPA III Parking Lease, the JPA IV Tract III-A Deed and the JPA V Tract II Deed. The City shall notify the Company in writing of the rates, days and hours for the Parking Facility and shall allow the Company a reasonable time to institute any changes required by the City in such rates, days and hours. The days and hours of operation at the outset of this Agreement are set forth in Schedule 2 attached hereto and made a part hereof. The Company shall offer, make and keep the Parking Facility available for use by the general public, subject to the rights granted in the JPA III Parking Lease, the JPA IV Tract III-A Deed and the JPA V Tract II Deed.

**2.6 Handling of Money.** The Company shall supervise and control the handling of all money received in the operating of the Parking Facility and shall establish an adequate system of internal controls, reasonably satisfactory to the City, covering the receipt and expenditure of money used in the maintenance and operation of the Parking Facility. All bills and invoices shall be paid on a timely basis, consistent with normal business practices.

**2.7 Inspection of Parking Facility and Certain Records.** The City has the right to enter and inspect the Parking Facility. The City also has the right to inspect and copy at all reasonable times, all records and documents maintained by the Company that pertain to the Parking Facility. Company agrees to keep, for a period of two (2) years after expiration of the year to which such records pertain, all records and documents that it maintains relating to the Parking Facility.

**2.8 Recommendations to be Submitted by Company.** Company agrees to submit recommendations for marketing and promotion of the Parking Facility, improvement of service in the Parking Facility, and enhancement of Gross Revenues of the Parking Facility, within a reasonable time after such recommendations are reasonably requested by the City. The cost of such reports will be an Operating Expense.

**2.9 Meetings.** The Company and the City shall meet and confer quarterly regarding the management and operation of the Parking Facility and shall at such meetings attempt to reconcile any differences of opinion regarding the proper management and operation of the Parking Facility. If the City and the Company desire to do so, at one (1) of the four (4) quarterly meetings, the Company and the City also shall discuss possible revisions to this Agreement.

## ARTICLE III

### CARE AND MAINTENANCE OF THE PARKING FACILITY

**3.1 Maintenance of the Parking Facility.** Company agrees to maintain and repair the Parking Facility, landscaping at the Parking Facility, pedestrian footways and vehicular ramps at the Parking Facility and driveways and sidewalks appurtenant to the Parking Facility in a clean and sanitary condition, reasonably satisfactory to the City, ordinary wear and tear and casualty excepted. The costs and expenses of such maintenance shall be an Operating Expense. Unless otherwise agreed by the parties, Company shall not be responsible for making structural repairs to the Parking Facility. Company agrees semi-annually to perform a high pressure "wash down" of the parking decks. The Company shall utilize, at no cost to the Company, the City's high pressure wash down equipment for the purposes of such wash down and the City shall be responsible for delivering such equipment to the Parking Facility. The City represents and warrants to the Company that the performance of the semi-annual wash down will not require the hiring of additional employees, will not require existing employees to work hours in addition to their usual hours and can be performed by the present Parking Facility employees during their normal work hours.

### **3.2 Personnel.**

(a) The Company shall hire and supervise all personnel employed in the operation and maintenance of the Parking Facility. The Parking Facility employees will not be considered employees of the City. Company shall require that all on-duty Parking Facility employees present a neat and clean appearance. The Company agrees to operate the facility in an effective and efficient manner with such resident attendants and other personnel as set forth in Schedule 1 attached hereto and made a part hereof. The cost of the Parking Facility employees, unless otherwise indicated in this Agreement, shall be an Operating Expense.

(b) City agrees to meet and confer with the Company regarding the proper number of employees, including security personnel, needed to effectively operate the Parking Facility and the proper salaries, wages and fringe benefits for such employees.

(c) The Company shall provide equal employment opportunities for all individuals without regard to race, creed, color, sex, national origin or political affiliation.

(d) The garage manager shall be responsible to JPA IV. The City shall be entitled to express its opinion to JPA IV on JPA IV's selection of future garage managers.



3.3 Other Duties. Company agrees to perform other reasonable duties in connection with the Parking Facility as the City requests in writing.

3.4 Supplies and Equipment. The Company shall procure all supplies and equipment necessary for the efficient maintenance and operation of the Parking Facility. Company agrees to utilize any quantity discounts or other advantageous terms concerning necessary supplies and equipment that the City notifies the Company are available to the City. The cost of all such supplies and equipment which are not general and administrative expenses of the Company under section 5.7(c) hereof will be an Operating Expense.

3.5 Assignment or Sublease of Parking Spaces. The Company shall have the right to assign or sublet spaces that the Company or its assigns have an interest in pursuant to the JPA III Parking Lease, the JPA IV Tract III-A Deed and the JPA V Tract II Deed.

3.6 Limitations on Alteration of Parking Facility.

(a) No alteration, addition, demolition, removal or improvement to the Parking Facility shall be made until the plans therefor are approved in writing by the City. The City shall not unreasonably withhold such approval and shall not unreasonably delay its determination as to whether or not it will grant approval.

(b) Nothing contained herein shall preclude the Company from making emergency repairs or alterations to the Parking Facility, provided that the City is given prompt notice of such repairs and alterations. The costs of such emergency repairs shall be an Operating Expense.

#### ARTICLE IV

##### USES AND RESTRICTIONS

4.1 Use. The Parking Facility is to be operated by the Company as a public parking garage. Notwithstanding the previous sentence, the City acknowledges, recognizes and agrees to be bound by the terms of the JPA III Parking Lease, the JPA IV Tract III-A Deed and the JPA V Tract II Deed.

4.2 No Discrimination. No agreement of any kind shall be effected or executed by the Company whereby the Parking Facility or any option thereupon is restricted upon the basis of race, color, religion, sex or national origin in the use and occupancy thereof. The Company shall comply with all applicable federal,

state and local laws that prohibit discrimination or segregation by reason of race, color, religion, sex or national origin in the use or occupancy of the Parking Facility.

## ARTICLE V

### FINANCIAL MATTERS

5.1 Definitions. The following terms used in this Article shall have the definitions set forth below:

(a) Gross Revenues. "Gross Revenues" shall include all revenues received from the parking of vehicles and other operation of the Parking Facility. Tips or gratuities for services rendered shall not be included in Gross Revenues.

(b) Operating Expenses. "Operating Expenses" shall include all expenses of operating the Parking Facility (except those identified in Section 5.7 of this Agreement) including all expenses identified in this Agreement as Operating Expenses, and also including, by way of example and not by way of limitation, the following costs incurred in connection with the Parking Facility: wages, payroll taxes, fringe benefits, dues, payroll taxes and uniforms for employees of the Parking Facility; expenses of labor matters; amounts charged by security services, repairmen, trash and snow removal services and other contractors; utility charges; costs of materials, supplies and equipment; costs of maintaining all books and records, including accounting and auditing fees; legal and office expenses; insurance premiums; deductibles not paid by insurance carriers and the excess of claims not paid by insurance companies; licensing and permitting fees; taxes payable to the City; promotion and marketing expenses; and unforeseen and unexpected expenses.

(c) Fiscal Year. "Fiscal Year" shall mean the twelve-month period commencing on January 1st and ending on December 31st of the calendar year.

5.2 Operating Budget.

(a) At least one hundred twenty (120) days prior to each applicable Fiscal Year, the Company shall prepare and deliver to the City a written Company Draft Operating Budget for operation of the Parking Facility. The Company Draft Operating Budget shall contain an estimate of the monthly anticipated Gross Revenues, Operating Expenses and capital expenditures to be drawn from the Renewal and Replacement Fund (as hereinafter defined) (hereinafter collectively referred to as "operating figures").

(b) City agrees to return to the Company a City Draft Operating Budget within thirty (30) days after the Company submits the Company Draft Operating Budget. City agrees to use and consider the Company Draft Operating Budget when preparing its City Draft Operating Budget.

(c) City agrees to meet and confer with the Company regarding material differences between the Company Draft Operating Budget and the City Draft Operating Budget. City and Company agree to attempt to reconcile such differences and establish a mutually agreeable operating budget for the Parking Facility. The mutually agreed upon operating budget will become the Operating Budget for the Parking Facility.

### 5.3 Creation of Funds and Accounts.

(a) The following accounts or funds shall be established with a bank or trust company for use in connection with the Parking Facility:

(i) Renewal and Replacement Fund

(ii) Operating Account

(b) The City shall establish and shall timely advise the Company of the location and account number for the Renewal and Replacement Fund. The Company cannot draw upon the Renewal and Replacement Fund.

(c) The Company shall establish the Operating Account for the Parking Facility at a City-approved bank or trust company, and shall timely advise the City of the account number for that account. The Operating Account may be drawn on by the Company as provided below.

(d) Both the Operating Account and the Renewal and Replacement Fund will be assets of the City, and will be used in connection with operation of the Parking Facility.

### 5.4 Deposit and Withdrawal of Monies.

(a) All Gross Revenues of the Parking Facility will be collected and deposited daily, as much as is practical and in any case at least twice each week, in the Renewal and Replacement Fund. The Company shall file with the City a statement of the amount of each such daily deposit. At no time shall the cash on hand in the Parking Facility exceed the sum of Three Thousand Dollars (\$3,000.00).

mod. 12-19-97 (b) The City shall ensure that the Operating Account has a balance of Twenty-Five Thousand Dollars (\$25,000.00) at the beginning of each month during the term of this Agreement and at the beginning of each month the City shall accordingly deposit an amount in the Operating Account which will cause the Operating Account to have such a balance.

#### 5.5 Use of Accounts and Funds.

(a) As provided in Section 5.4 of this Agreement, Gross Revenues of the Parking Facility will be deposited in the Renewal and Replacement Fund.

(b) The Company shall use monies deposited in the Operating Account to pay Operating Expenses for the Parking Facility.

(c) Company agrees to use reasonable efforts not to allow the actual Operating Expenses to exceed the Operating Expenses provided for in the Operating Budget ("Budget Operating Expenses"). If the actual Operating Expenses for the Parking Facility exceed, or are reasonably expected to exceed, the Budget Operating Expenses, Company agrees to notify the City of such differences and meet and confer with the City concerning: the reasons for such differences, whether or not such differences are reasonable, and the means of preventing further differences between the actual Operating Expenses and Budget Operating Expenses. City agrees that the Company shall be entitled to move between line items of the Operating Budget with the approval of the Aldermanic Traffic Committee and in the event that the Company does so move between line items with such approval, it will not be considered as exceeding the Budget Operating Expenses.

(d) The Renewal and Replacement Fund shall be used by the City as necessary to pay for capital repairs and improvements to the Parking Facility and related equipment.

(e) The Company may notify and inform the City if it believes that capital repairs and improvements to the Parking Facility and related equipment are needed or are reasonably necessary. The City agrees that if it determines that such capital repairs or improvements are needed or are reasonably necessary, it will make such capital repairs or improvements at its sole cost and expense.

(f) In the event of any emergency at the Parking Facility requiring immediate and urgent expenditures which are not within the purview of the Operating Budget or are in excess of the amounts therefore set forth in the Operating Budget, the Company may make such expenditures through the Operating

Account notwithstanding that they may exceed the amount allocated or are not included in the Operating Budget. City agrees to deposit in the Operating Account any funds needed to meet Operating Expenses of the Parking Facility or to pay the Company's Fee (as hereinafter defined) if, as a result of such immediate and urgent expenditures, the monies in the Operating Account are no longer sufficient to pay Operating Expenses or the Company's Fee; provided, however, that all such expenditures shall be supported and documented to the reasonable satisfaction of the City.

**5.6 City's Responsibility.** It is understood and agreed that the City is ultimately responsible for and shall bear all costs and expenses of operating and maintaining the Parking Facility, and all costs and expenses of capital repairs or improvements to the Parking Facility and related equipment (except for the costs and expenses set forth in Section 5.7 of this Agreement). In the event that the money in the Operating Account is insufficient to enable the Company to pay Operating Expenses or the Company's Fee, City agrees to deposit in the Operating Account amounts sufficient to enable the Company to cover such Operating Expenses or the Company's Fee. If such a deposit is required of the City, Company agrees to meet and confer with the City concerning the causes of such "shortfall" and the means of preventing future "shortfalls". If Company, although it is not obligated to do so, shall cover the costs of any such "shortfall" out of its own funds, the City shall promptly reimburse Company for such costs.

**5.7 Costs to be Paid by Company.** Company shall pay from its own funds, and not from the Operating Account of the Parking Facility, the following costs and expenses:

- (a) Salaries and expenses of all executive and supervisory personnel of the Company that are not stationed at the Parking Facility;
- (b) Salaries of persons employed in the main or other branch offices of Company;
- (c) General and administrative expenses of Company (but not expenses for a garage manager, which shall be an Operating Expense);
- (d) Company's travel expenses between the Garage and its home or office;
- (e) Salaries of any business spotters;
- (f) Data processing expenses incurred by the Company as a result of its use of an outside payroll processing firm.

## 5.8 Compensation of Company.

*modified  
12-19-97*  
(a) For and in consideration of the services to be performed by Company pursuant to this Agreement, the City covenants and agrees to pay to the Company for the first year of the Term of this Agreement, a yearly fee of Twelve Thousand Dollars (\$12,000.00), payable in monthly increments of One Thousand Dollars (\$1,000.00) each, on the fifteenth day of each calendar month after the Commencement Date of the Term, subject to proration depending on the actual Commencement Date (the "Company's Fee").

*deleted  
12-19-97*  
(b) During each successive year of the Term of this Agreement, the Company's Fee shall be increased by a percentage equal to the percentage increase in the Price Index (as hereinafter defined) from the Price Index in effect on the first day of the first month closest to the beginning of the prior year of the Term to the Price Index in effect on the first day of the last month closest to the expiration of the prior year of the Term.

*deleted  
12-19-97*  
(c) The Term "Price Index" means (i) the Consumers' Price Index for all Urban Consumers (CPI-U) for Boston, Massachusetts, all items (1982-1984=100) published by the Bureau of Labor Statistics of the United States Department of Labor, or (ii) if the publication of such Consumers' Price is discontinued, the comparable index most clearly reflecting diminution of the real value of the Company's Fee herein provided for.

## ARTICLE VI

### BOOKS, RECORDS AND STATEMENTS

6.1 Books and Records. The Company shall keep, in accordance with recognized accounting procedures, such books of account and record as will properly reflect all income received and disbursements made in connection with the operation and maintenance of the Parking Facility. The records maintained by the Company shall include, without limitation, all daily reports, tickets, vouchers, receipts, invoices, bills, agreements, checks, cancelled checks, check stubs and all other books, records, papers and documents relevant to the management and operation of the Parking Facility. Such books and records shall be kept at the Company's place of business and shall be open for inspection at reasonable times by the City or its duly authorized representative. The Company agrees to keep such records for a period of two years after expiration of the year to which the records pertain.

6.2 Annual Audit. The Company shall cause its books and accounts for the Parking Facility to be audited annually by an independent auditor, within ninety (90) days after the end of each calendar year after the commencement date. A report of such audit, prepared in accordance with generally accepted accounting principles, consistently applied, shall be delivered to the City within thirty (30) days after completion thereof. Company shall deliver a similar statement to the City for the fraction of a year at the end of the term within ninety (90) days after the end of the term. The cost of all such audits shall be an Operating Expense.

6.3 Monthly Statements. The Company shall provide to the City, within fifteen (15) days after the last day of each calendar month, the unaudited operating statement of the income and disbursements from or for the Parking Facility for such preceding month. The Company shall include in its monthly statements a comparison of actual operating figures with budget operating figures as set forth in the Operating Budget. The monthly statements shall also list separately all outstanding and unpaid Operating Expenses.

6.4 Company Shall Provide Information. Whenever reasonably requested by the City, the Company shall provide to the City such information concerning the Parking Facility as the City reasonably considers necessary to enable it to keep informed of financial and any other matters pertaining to the Parking Facility, to enable counsel to the City to render its opinions and otherwise to advise the City, and to enable the City to make any reports required by applicable law.

## ARTICLE VII

### INSURANCE

7.1 Company Shall Maintain. The Company shall take out, maintain continuously and pay the premiums for the insurance for the Parking Facility as specified in this Article.

7.2 General Provisions. Each insurance policy shall be with a company authorized to do business in New Hampshire or be on the New Hampshire Insurance Commissioner's list of approved non-admitted companies, shall have a rating of (A) or better in the current edition of Best's Key Rating Guide and shall name the City and the Manchester Housing Authority as an additional insured (except with respect to workers' compensation insurance). Each policy shall prohibit cancellation or substantial modification by the insurer without at least thirty (30) days' prior written notice to the City of Manchester, Office of Risk

Management, 27 Market Street, Manchester, New Hampshire 03101 and to the Manchester Housing Authority. Within a reasonable time from the date of this Agreement and, with respect to renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date, the Company shall furnish the City with copies of each such policy or appropriate certifications as to the insurance policies in force.

**7.3 Coverage Changes and Costs.** If City and Company mutually agree that it is reasonably necessary to increase the coverage of any insurance required by this Agreement, City agrees to appropriately increase the allocation in the Operating Budget for such insurance. City and Company agree to cooperate in locating a cost effective provider of any insurance required by this Agreement.

**7.4 Workers' Compensation.** The Company shall take out and maintain workers' compensation insurance throughout the term hereof in the statutorily required amounts covering all Parking Facility employees. In connection with any restoration or repair of the Parking Facility for which the Company and not the City is responsible, if any, the Company shall require each contractor to agree to carry such workers' compensation insurance or employers' liability insurance as may be required by federal, state or local law, and public liability and property damage insurance. All such insurance shall include provisions, to the extent available on commercially reasonable terms, to indemnify and save the City and the Company harmless.

**7.5 Comprehensive Liability Insurance.** The Company shall take out and maintain, throughout the term hereof, comprehensive liability insurance for the Parking Facility. Such insurance shall be written on an "occurrence" basis and shall provide coverage of at least either (i) One Million Dollars (\$1,000,000) in case of death or injury to one person, One Million Dollars (\$1,000,000) in case of death or injury to more than one person in the same occurrence, and Five Hundred Thousand Dollars (\$500,000) in case of loss, destruction or damage to property; or (ii) One Million Dollars (\$1,000,000) combined single on both Bodily Injury and Property Damage.

**7.6 Garage Keepers' Insurance.** The Company shall take out and maintain, throughout the term hereof, Garage Keepers Legal Liability Insurance with respect to the Parking Facility in reasonable and appropriate coverage amounts.

**7.7 Premiums Are Operating Expense.** Premiums for all insurance required by this Agreement shall be an Operating Expense.



7.8 Indemnity. The Company shall indemnify and hold the City harmless for any claim or suit based on damage or injury occurring in the Parking Facility that resulted from or was caused by the negligence of the Company, or its agents, servants or employees. The City shall similarly indemnify and hold the Company harmless for any claim or suit that resulted from or was caused by negligence of the City, or its agents, servants or employees.

#### ARTICLE VIII

#### MISCELLANEOUS

8.1 Notice. Except as otherwise provided herein, all notices required to be given pursuant to this Agreement shall be in writing and shall be delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by hand-delivery to the following addresses:

If to City: The Board of Mayor and Aldermen  
City of Manchester ~~c/o City Clerk~~  
~~908 Elm Street One City Hall Plaza~~  
Manchester, New Hampshire 03101  
Attention: ~~City Clerk~~

With Copies To: Mayor  
City of Manchester  
~~908 Elm Street One City~~  
Manchester, New Hampshire 03101

and Parking Operations Manager  
City of Manchester  
480 Hayward Street  
Manchester, New Hampshire 03103

and City Solicitor  
City of Manchester  
27 Market Street  
Manchester, New Hampshire 03101

If to Company: JPA IV Development Company  
57 Park Plaza  
200 Stuart Street  
Boston, Massachusetts 02116

With a Copy To: David H. Barnes  
Devine, Millimet & Branch  
Professional Association  
111 Amherst Street  
Manchester, New Hampshire 03105

The City and the Company, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices shall be sent.

8.2 Permitted Assignments. Company may assign this Agreement to any affiliated entity provided that such affiliate assumes the Company's obligations hereunder.

8.3 Violation of Agreement. Both the City and the Company shall have the right to sue for damages or specific performance if the other party violates any provision of this Agreement.

8.4 Unusual Conditions. Company shall promptly notify the City of any unusual conditions which may develop in the course of operation of the Parking Facility, such as fire, flood, breakage, theft, casualty or damage of any kind.

8.5 Succession. This Agreement is binding upon and will inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties hereto.

8.6 Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of New Hampshire.

8.7 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all collectively shall be one and the same Agreement.

8.8 Relationship of this Agreement to Land Disposition Agreement. Nothing contained in this Agreement shall conflict with the provisions of the Land Disposition Agreement. In the event of a conflict between this Agreement and the Land Disposition Agreement, and therein referenced documents, the provisions of the Land Disposition Agreement and therein referenced documents shall control.

8.9 Modification; Agreement. Subject to the qualifications mentioned in Section 8.8 above, this Agreement contains and embraces the entire agreement between the parties hereto and no part of it may be changed, altered, amended, modified, limited or extended orally or by agreement between the parties unless such agreement is expressed in writing and signed by the respective parties hereto.

8.10 Section Headings. The headings at the beginning of each of the sections in this Agreement are solely for the purposes of convenience and identification and are not to be deemed or construed to be part of this Agreement.

8.11 Severability. If any term, clause or provision of this Agreement is judged to be invalid and/or unenforceable, the validity and/or enforcement of any other term, clause or provision in this Agreement will not be affected thereby.

8.12 Approvals of City. Any approvals required from the City shall be deemed given if provided by the Parking Operations Committee or approved designee.

WITNESS our hands as of this 24<sup>th</sup> day of August, 1990.

CITY OF MANCHESTER

Justin T. Sheppard  
Witness

By: Raymond J. Wieczorek  
Raymond J. Wieczorek, Its Duly  
Authorized Mayor

JPA IV DEVELOPMENT COMPANY

By N&L DEVELOPMENT COMPANY  
Its Joint Venturer

[Signature]  
Witness

By: Nicholas L. Vinios  
Nicholas L. Vinios, Its General  
Partner

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 1990 by Raymond J. Wieczorek, the duly authorized Mayor on behalf of the City of Manchester.

[Signature]  
Notary Public/Justice of the Peace

STATE OF Massachusetts  
COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 23rd day of August, 1990 by Nicholas L. Vassios, the duly authorized general partner of N&L Development Company on behalf of its joint venturer JPA IV Development Company.

Elizabeth B. Leonard  
~~Notary Public/Justice of the Peace~~  
My Commission Expires April 16, 1993

# SCHEDULE 1

## STAFFING & PERSONNEL

### Code:

- 1 = Manager
- 2 = Supervisor
- 3 = Cashier / Attendant
- 4 = Janitorial
- 5 = Security (City Expense)

	Mon	Tues	Wed	Thurs	Fri	Sat	SUN
6 AM - 7 AM	3,5 4	3,5 4	4 3,5	3,5	3,5	3,5 4	5 4
7 AM - 8 AM	1 3 4 5	1 3 4 5	1 3 4 5	1 3 5	1 3 5	3 4 5	5 4
8 AM - 9 AM	1 3 4 5	1 3 4 5	1 3 4 5	1 3 5	1 3 5	3 4 5	5 4
9 AM - 10 AM	1 3 4 5	1 3 4 5	1 3 4 5	1 3 5	1 3 5	3 4 5	5 4
10 AM - 11 AM	1 3 5	1 3 5	1 3 5	1 3 5	1 3 5	3 5	5
11 AM - 12 PM	1 3 5	1 3 5	1 3 5	1 3 5	1 3 5	3 5	5
12 PM - 1 PM	1 3 5	1 3 5	1 3 5	1 3 5	1 3 5	3 5	5
1 PM - 2 PM	1 3 5	1 3 5	1 3 5	1 3 5	1 3 5	3 5	5
2 PM - 3 PM	1 3 5	1 3 5	1 3 5	1 3 5	1 3 5	3 5	5
3 PM - 4 PM	1 3 5	1 3 5	1 3 5	1 3 5	1 3 5	3 5	5
4 PM - 5 PM	3 5	3 5	3 5	3 5	3 5	3 5	5
5 PM - 6 PM	3 5	3 5	3 5	3 2 5	3 2 5	3 2 5	5
6 PM - 7 PM	3 5	3 5	3 5	3 2 5	3 2 5	3 2 5	5
7 PM - 8 PM	3 5	3 5	3 5	3 2 5	3 2 5	3 2 5	5
8 PM - 9 PM	3 5	3 5	3 5	3 2 5	3 2 5	3 2 5	5
9 PM - 10 PM	3 5	3 5	3 5	3 2 5	3 2 5	3 2 5	5
10 PM - 11 PM	3 5	3 5	3 5	3 2 5	3 2 5	3 2 5	5
11 PM - 6 AM	3 5	3 5	3 5	3 2 5	3 2 5	3 2 5	5

Above coverage reflects basic minimum coverage needed. It does not reflect times when extra coverage will be needed.

(ie: Snow removal during winter months; Extra coverage as needed during summer concert series; large hotel functions & conventions; etc.

Actual additional shift on Thurs-Saturdays is 5:30p-1:30am

CASHIER (144 hrs p/wk)

SUN	MON	TUE	WED	THUR	FRI	SAT
	5:30-2	5:30-2	5:30-2	5:30-2	5:30-2	5:30-2
	1:30-10p	1:30-10p	1:30-10p	1:30-10p	1:30-10p	1:30-10p
	9:30-6a	9:30-6a	9:30-6a	9:30-6a	9:30-6a	9:30-6a
				(5p-1:30a	5p-1:30a	5p-1:30a)
				SUPERVISOR		

SECURITY (168 hrs p/wk)

6:30-3p	6:30-3p	6:30-3p	6:30-3p	6:30-3p	6:30-3p	6:30-3p
3p-11:30p	3p-11:30p	3p-11:30	3p-11:30	3p-11:30	3p-11:30	3p-11:30
10:30-7a	10:30-7a	10:30-7a	10:30-7a	10:30-7a	10:30-7a	10:30-7a

Janitorial (20 hrs p/wk)

6a-10a	6a-10a	6a-10a			6a-10a	6a-10a
--------	--------	--------	--	--	--------	--------

Above represents basic minimum coverage. It does not reflect times when added coverage will be needed;

- (ie: Extra coverage for summer concert series)
- (ie: During the winter months for snow removal as needed)
- (ie: Extra coverage for large hotel functions, traffic control, 3rd booth attendant, etc.)

Q

# The Center OF NEW HAMPSHIRE

MUNICIPAL PARKING GARAGE

700 ELM STREET  
MANCHESTER, NH 03101  
(603) 624-9568

## HOURS OF OPERATION

Security: 24 hours per day, 365 days per year

Cashiers: Monday, 6 a.m. - Sunday 6 a.m.

24 hours per day, except Sundays,  
Closed 6 a.m until Monday 6 a.m.

CLOSED SUNDAYS & HOLIDAYS AS  
MANDATED BY CITY HALL.

Q

Member of THE NEW ENGLAND PARKING COUNCIL

## To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Traffic/Public Safety respectfully recommends, after due and careful consideration, that the following regulations governing standing, stopping, and parking and operation of vehicles, be adopted pursuant to Chapter 70 of the Code of Ordinances of the City of Manchester and put into effect when duly advertised and the districts affected thereby duly posted as required by the provisions of that chapter and chapter 335 of the Sessions Laws of 1951.

### **Section 70.36 Stopping, Standing, or Parking Prohibited**

#### **CROSSWALK:**

On Lincoln Street at Central Little League (mid-block)

#### **STOP SIGNS:**

On Trolley Street at Brent Street (northern end), southwest corner - 3-way

On Brent Street (northern end) at Trolley Street, northwest corner and southeast corner - 3-way

On Brent Street (southern end) at Trolley Street, northwest corner and southeast corner - 4-way

#### **NO PARKING:**

On Lincoln Street, west side, from a point 280 feet south of Auburn Street to a point 100 feet southerly.

#### **RESCIND PARKING FOR POLICE VEHICLES ONLY:**

On Cedar Street, southside, from Union Street to a point 70 feet easterly - Ordinance #8189

R



**Traffic Committee Report**  
**Page 2.**

**RESCIND NO PARKING LOADING ZONE:**

On Cedar Street, south side, from Beech Street to a point 60 feet westerly -  
Ordinance #2771

**AUDIBLE PEDESTRIAN SIGNALS:**

Maple Street and Valley Street  
Beech Street and Valley Street

**REPEALING PROVISIONS**

That all rules and regulations now in effect in accordance with the provisions of an Ordinance "Chapter 70 Motor Vehicles and Traffic" as adopted August 6, 2002, with subsequent amendments thereto and inconsistent with the traffic rules and regulations herein adopted be repealed.

Respectfully submitted,



Clerk of Committee



R



# CITY OF MANCHESTER

## Office of the City Clerk



Leo R. Bernier  
City Clerk

Carol A. Johnson  
Deputy City Clerk

Paula L-Kang  
Deputy Clerk  
Administrative Services

Matthew Normand  
Deputy Clerk  
Licensing & Facilities

Patricia Piecuch  
Deputy Clerk  
Financial Administration

Memo To: Board of Mayor and Aldermen

From: Alderman Gatsas  
Ward 2

Date: May 12, 2004

Re: Bridge & Elm Development

In light of today's Union Leader article I am requesting that someone from MDC come before the Board and explain our protection on building the garage at the Bridge and Elm Street location, and what the financial lenders understand the process is in light of this article.

12

# Worries over salt haunt I-93 widening

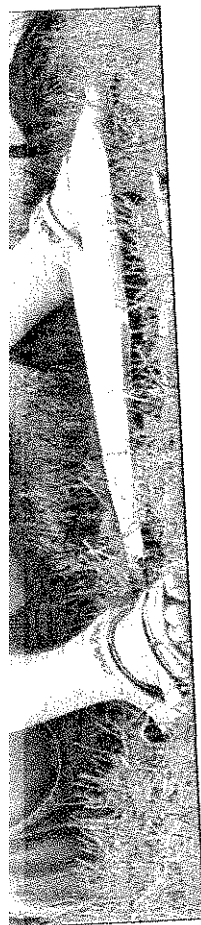
◆ Nearly 23 tons of salt is spread on each lane-mile of the highway during an average winter, according to an environmental impact report.

By MARK HAYWARD  
Union Leader Staff

Frightening levels of chloride in streams around Interstate 93, much of it blamed on the use of road salt, has emerged as the latest environmental challenge to the widening of the highway.

Evidence of salt contamination and predictions of further contamination are contained in the final environmental impact statement that The Union Leader obtained yesterday.

► See Salt 93, Page A14



ASSOCIATED PRESS

## City developer hit with liens

◆ A spokesman for Christian Silvestri said the payment disputes will have no bearing on his partnership in Manchester Place.

By DENIS PAISTE  
Union Leader Staff

**MANCHESTER** — A developer in the proposed Bridge and Elm Street luxury apartment project is in arrears on approximately \$52,000 in payments to subcontractors for his redevelopment of another downtown building at 815 Elm St.

Developer Christian Silvestri of Salem has been served with

mechanic's liens filed in Hillsborough County Superior Court. Robert C. Fortin Jr., owner of Fortin Electric LLC, has placed liens against three Silvestri projects in Manchester and Brentwood.

Fortin, who said he has worked as a subcontractor with Silvestri for about seven years, said problems with Silvestri projects have been growing over the last three years.

A Silvestri spokesman said the payment disputes are not an indication that Silvestri is having financial difficulty, and will have no bearing on Silvestri's partnership in Manchester

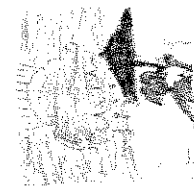
► See Silvestri, Page A2



UNION LEADER FILE PHOTO

Developer Christian Silvestri of Salem is facing liens against 815 Elm Street Development LLC.

## Good Morning, New Hampshire!



### Chuckie

Anytime you think there isn't enough social interaction anymore, just pick up the wrong golf ball.

### A Small Prayer

You love us, Lord, beyond our comprehension. Thank You. Amen.

### Early sun; late shower?

Meghan Barss,  
Grade 3,  
New Boston

► Detail, A4

## Derry mom fined must enroll child

◆ **Mystery:** Police say they still do not know why a woman kept her 11-year-old out of school and hidden from authorities.

By KIMBERLY HOUGHTON  
Union Leader Correspondent

**DERRY** — A woman accused of keeping her daughter out of school for several months and allegedly hiding her from authorities has been fined, and police say the investigation is now closed.

Dawn White, 29, formerly of 193 Rockingham Road, pleaded no contest yesterday to one count of failing to send



DAWN

Today's Letters  
► Page A13

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Editor

Continued From Page A1

responsible for the interrogations. For example, Carbone said, the MPs could help by telling the interrogators what the prisoners were saying in their cells.

The idea, he said, was to build teamwork between the interrogators and the prison guards. Miller and others made it clear, he said, that all prisoners were to be treated humanely.

But Taguba said involving MPs in "setting the conditions" for interrogations not only violated Army regulations, but also opened the door for possible misunderstanding on the part of MPs who are trained to keep prisoners safe and secure.

## Inhofe decries "do-gooders"

By CHARLES BABINGTON  
The Washington Post

WASHINGTON — The Senate hearing on prison abuse in Iraq had been under way yesterday for quite a while, and James Inhofe, R-Okla., had heard all he could stand.

It was not his colleagues' windy speeches that incensed him, nor photos of U.S. soldiers mistreating Iraqi detainees. Rather, Inhofe said when his turn finally came, he was fed up with all the "do-gooders" making such a fuss.

"As I watch this outrage, this outrage everyone seems to have about the treatment of these prisoners... I'm probably not the only one up at this table that is more outraged by the outrage than we are by the treatment," Inhofe told fellow Armed Services Committee members investigating the treatment of inmates at Abu Ghraib prison. "You know, they're not there for traffic violations," he said. In the cells where the primary abuse took place, "they're murderers, they're terrorists, they're insurgents."

Several senators cited a Red Cross study concluding that as much as 90 percent of those detained in Iraq had been arrested by mistake. Inhofe, 69, was unimpressed. "I am also outraged that we have so many humanitarian do-gooders right

*"The idea that these prisoners — you know, they're not there for traffic violations... they're murderers, they're terrorists, they're insurgents. Many of them probably have American blood on their hands. And here we're so concerned about the treatment of those individuals."*

U.S. SEN. JAMES INHOFE

now crawling all over these prisons looking for human rights violations while our troops, our heroes, are fighting and dying," he said. "... I'm also outraged by the press and the politicians and the political agendas that are being served by this."

He blamed the prison abuse on "seven bad guys and gals that didn't do what they should have done. They were misguided, I think maybe even perverted."

Berg's mother said his son was in Iraq as an independent businessman to help rebuild communication antennas. Berg owned a communications equipment company, Prometheus Methods Tower Service Inc., she said. He was in Baghdad from late December to Feb. 1, then returned to Iraq in March, his family said.

The Bergs last heard from their son April 9, when he told his parents he would come home by way of Jordan. Suzanne Berg said that the family had been trying for weeks to learn where their son was, but that federal officials had not been helpful.

"I went through this with them for weeks," she said. "I basically ended up doing most

of the investigating myself." Berg, who was not married, had traveled several times to Third World countries to help spread technology. His family said he had gone to Ghana to teach villagers to make bricks out of minimal materials, then came back emaciated because he gave away most of his food.

"That's the kind of passion we're dealing with here," Michael Berg said.

Michael Berg lashed out at the U.S. military and Bush administration, saying his son might still be alive if he had been allowed to leave the country on March 30, as he had originally planned.

"I think a lot of people are fed up with the lack of civil rights this thing has caused," he said. "I don't think this administration is committed to democracy."

Nick Berg spoke to his parents on March 24 and said he would return home March 30. But he was detained by Iraqi police at a checkpoint in Mosul on March 24. At some point during his 13-day detention, U.S. officials took custody of him. FBI agents visited Berg's parents in West Chester on March 31 and told the family they were trying to confirm their son's identity. On April 5, the Bergs sued the government in federal court in Philadelphia, contending that their son was being held illegally.

Berg was released the next day, and he told his parents he had not been mistreated.

## Silvestri

Continued From Page A1

Place, a much larger development in which he is a partner at Bridge and Elm streets.

"There is really no relationship between these subcontractor issues at 815 Elm St. and the Manchester Place development on Bridge and Elm streets," said attorney Daniel J. Norris, who represents Silvestri and is a director in the corporate department of Manchester law firm McLane, Graf, Raulerson and Middleton.

He said Manchester Place, in which Boston-based developer Brian Dacey is also a partner, has different, independent financing sources.

Silvestri, who also is president of Salem-based Silvestri Development and Construction Inc., recently listed 815 Elm St. for sale with Stebbins Commercial Property Inc. for \$2,050,000. He said he has invested more than \$1.5 million there.

"With the \$1 million I personally put into the building, and having only a \$550,000 mortgage with the bank, to have a couple thousand dollars worth of liens... isn't out of the ordinary if things were done the way they were supposed to be done," Silvestri said yesterday.

Silvestri said his net worth is \$9.5 million. The total value of his ongoing projects, including Manchester Place and a mixed-use retail-housing development in Hooksett, is in excess of \$100 million, he said.

The following liens have been placed against 815 Elm Street Development LLC, in which Silvestri is a principal:

- Fortin Electric LLC of Hudson, \$33,734.78.
- Kel-Rick Construction Management Inc., \$15,787.50.
- Otis Elevator, approximately \$12,000, of which \$7,500 has been paid.

Electrical contractor Fortin said the 815 Elm St. liens are not the only ones he has placed against Silvestri development projects to ensure payment. He placed a lien against another Silvestri project, Stache Place, off Second Street in Manchester, for \$4,660 in April. He also filed a workmen's lien against the Scaff Cryogenics building in Brentwood, Fortin said.

Fortin said it is difficult to repair strained relationships "between me and my suppliers."

Fortin's attorney, Michael Hatem of the Salem firm Hatem and Donovan, said: "In general, mechanic's liens are becoming more prevalent. We do 10 or so a year, and this year I've already done about 20. It seems like the money in construction is starting to tighten up."

### Otis Elevator lien

Otis Elevator spokesman Sylvio Albino, in Farmington, Conn., confirmed that Silvestri has paid \$7,500 of the \$12,000 stipulated in the firm's lien against 815 Elm Street Development LLC.

Asked in an earlier telephone interview about the Otis Elevator lien, Silvestri said, "When we originally did the elevator, the superintendent on the job signed a bunch of change orders that were unrelated to the project... and all of a sudden we got a bill for \$15,000 for our change orders." He said he paid \$7,500 toward that and is disputing the rest.

Albino said the company hopes to work out a settlement with Silvestri, but disputed Silvestri's claims of lack of authorization for change orders. "He signed those change orders and a promissory note," Albino said.

Yesterday, told of Albino's statement, Silvestri said: "Absolutely not. I signed the original contract and the base contract was 100 percent paid, and I paid up front half of the total agreed change order amount."

"Now they are requesting a higher amount than what the agreed promissory note was, and that's what we're trying to figure out," Silvestri said.

A spokesman for Kel-Rick Construction Management could not be reached for comment. However, in papers filed with Hillsborough County Superior Court seeking a writ of attachment, Kel-Rick Construction Management Inc. treasurer Brian Kelly said Kel-Rick is owed \$15,787.50 for labor and materials furnished to the 815 Elm St. LLC project.

Silvestri said Kel-Rick billed him for work that wasn't completed. "The reason I wasn't paying the bill was because there was a credit due and I didn't have the bottom line number," he said.

### Fortin: No new jobs

Fortin said the money he is owed covers work on fire alarms, power and lighting. "He's cost me 2 percent interest on materials alone; I think I'm still holding about \$13,000 of materials," Fortin said. Because he hasn't been paid by Silvestri, he hasn't paid his electrical supplier, Fortin said. "I haven't paid the bill yet, no, I've been paying interest on it through the electrical supplier," he said.

He is trying to complete electrical work for Silvestri at Stache Place, Fortin said. "As we all know, it's harder to get payment on an uncompleted job than it is on a completed job," he said. But he said he won't do any new jobs for Silvestri until the problems at 815 Elm St. are resolved.

Silvestri said Fortin filed the lien after his electric supply company shut him off. "What I'm probably going to have to do is write a two-party check," he said, indicating he would make out the check jointly to Fortin's firm and his electric supply company.

The property at 815 Elm St. houses Piccola Italia restaurant on the first floor, Vetro lounge on the second floor, and four upper floors of commercial office space. Silvestri recently said the building generates about \$266,000 a year in revenue per year from leases.

### Lawyer: Not inability to pay

Attorney Norris said Silvestri's lack of payment does not result from inability to pay. "Each case arose from legitimate questions that Mr. Silvestri has about invoices or work performed, and the timing of the events was such that the contractors had to file liens to protect their rights as we're going through the process."

"They have a certain number of days after the work is substantially completed or they waive their ability to do so," Norris said, "and I am anticipating that each one of those situations will be resolved amicably. But the process has taken a long enough period of time that the contractors had no choice but to do that so they didn't waive their legal rights."

Over the last two years, Silvestri has also fallen in arrears before catching up with city tax payments at 815 Elm St. "With an ongoing construction project as this has been, it's not unusu-

al for municipal tax payments to get behind and then at a point in the project where a draw needs to be taken from a bank loan or the next part of the transaction begins, for those payments to catch up," Norris said.

Currently, 815 Elm Street Development LLC is up-to-date on property tax payments to the city. However, it is \$221.95 in arrears on a wastewater bill, which has not gone to a lien procedure yet.

The only other outstanding balance was \$48.79 for the central business tax as of this week. Annual taxes on the property are \$8,266.08, which are current, according to the city Tax Collector's office.

Asked whether city officials are concerned about Silvestri's ability to perform at Bridge and Elm because of the payment problems at 815 Elm, Destination Manchester Coordinator Bill Jabjinski said, "Christian is a good member of the community. In the construction business, some things like that happen, and I'm sure he'll work through his issues."

Brian Dacey, executive vice president for the Boston-based Drew Co., as well as Silvestri's partner in Manchester Place LLC, declined to comment on Silvestri's financial situation in a recent telephone interview.

### A partnership with the city

The proposed \$38 million project at the corner of Bridge and Elm streets will feature 200 luxury apartments. The average rent for the apartments will be \$1,100-\$1,200 for one-bedroom units and \$1,500-\$1,600 for two bedrooms. There also are retail shops proposed on the street level facing Elm Street.

The city has agreed to finance a 300-car parking garage that will be repaid with property taxes generated at the site.

The federal Housing and Urban Development department recently issued a commitment letter to guarantee the construction loan for Manchester Place. Spokesman Kristine Foye in Boston said the commitment letter was issued April 30, but she could not identify the lender until papers are signed and finalized.

Ward 3 Alderman Frank Guinta, whose district includes both downtown properties with which Silvestri is involved, was optimistic problems at 815 Elm St. would not carry over to Bridge and Elm.

"The way I see it, there is a difference in how a project is managed when there is a city partner," Guinta said. "I would describe the city as a partner. We're participating in the garage, so I think you're going to see an additional level of oversight."

Guinta said, "Between the city, Brian Dacey and HUD, you have three vested partners in this project that will ensure that the project and all of the parts of the project, including paying our partners and subcontractors, would be done timely," Guinta said. "The bottom line is we'll make sure that people are paid properly and paid timely. They deserve that."

He pointed to the recent renovation of Gill Stadium for minor league baseball as an example of the city's ability to properly oversee a development project.

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Any Size... Any Shape...  
**Man & Sons, Inc.**  
dale (603) 673-2718  
Steelway Cellular Doors —

**G CORRECTION**  
11", 2004  
Tires and Service sale flyer,  
Barnes & Noble, etc.

Union Leaders mail disrupted

# City of Manchester New Hampshire

*In the year Two Thousand and ~~Four~~*

## A RESOLUTION

“ ‘A Resolution appropriating to the Manchester School District the sum of \$138,500,000 for the Fiscal Year 2005’ as amended to \$137,499,619.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

That the sum of One Hundred Thirty Seven Million, Four Hundred Ninety-Nine Thousand, Six Hundred and Nineteen Dollars (\$137,499,619) is hereby appropriated to the Manchester School District to be taken from such unappropriated money as may now be in the City Treasury or may hereafter come into it and the balance by tax upon the estates liable to be taxed in said City and by tax on polls, or from other source shall be appropriated as follow:

RESTRICTED FUNDS: Subject to the approval of the City of Manchester Board of School Committee.

\$137,499,619

RESOLVED that this Resolution shall take effect upon its passage.

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# City of Manchester New Hampshire

*In the year Two Thousand and ~~Four~~*

## A RESOLUTION

"A Resolution appropriating to the Manchester School Food and Nutrition Services Program the sum of \$5,162,270 from School Food and Nutrition Services Revenues for Fiscal Year 2005."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

That the sum of Five Million, One Hundred Sixty-Two Thousand, Two Hundred and Seventy Dollars (\$5,162,270) from School Food and Nutrition Services revenues shall hereby be appropriated to the Manchester School Food and Nutrition Services program for Fiscal Year 2005 as follows:

RESTRICTED FUNDS: Subject to the approval of the Manchester Board of School Committee.

\$5,162,270

RESOLVED that this Resolution shall take effect upon its passage.

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# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Amending a Resolution establishing a Manchester School District Capital Projects Expendable Trust."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

**Section 1.** That, in accordance with the provisions of RSA 198:20-C, a Manchester School District Capital Projects Expendable Trust be established into which shall be deposited up to \$25,000.00 from the Fiscal year 2004 appropriation surplus. At the close of each fiscal year, commencing with fiscal year 2005, any surplus in the school district's budget line items for capital projects, as determined by the school district's yearly independent audit, shall be transferred into the School District Capital Projects Expendable Trust subject to the limits set forth in section 5.

**Section 2.** That amounts in the Manchester School District Capital Projects Expendable Trust shall be placed in the custody of the Trustees of Trust Funds. Such funds may be deposited or invested in such a manner as is lawful for the deposit or investment of funds belonging to the City, except as may otherwise be provided by Resolution of the Board of School Committee.

**Section 3.** That funds in the Manchester School District Capital Projects Expendable Trust, shall only be expended for capital project costs in excess of those line items for capital projects in the current or prior fiscal year's school district budget, whichever is higher. The school district budget shall mean that budget or revised budget adopted by the Board of School Committee pursuant to Section 6.06 of the Manchester City Charter.

**Section 4.** For the first three fiscal years after the adoption of this resolution no more than 25% of the funds held in the Manchester School Capital Projects Expendable Trust shall be expended in any one fiscal year, thereafter no more than 50% of the funds held in the Manchester School District Capital Projects Expendable Trust shall be expended in any one fiscal year.

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# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Amending a Resolution establishing a Manchester School District Capital Projects Expendable Trust."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

**Section 5.** The funds in the Manchester School District Capital Projects Expendable Trust shall not exceed an amount equal to line items for Capital Projects in the school district's budget for the prior fiscal year.

**Section 6.** The Board of School Committee, upon 2/3 vote of its entire membership, shall have the authority to expend funds in the Manchester School District Capital Projects Expendable Trust subject to the conditions and restrictions contained herein.

**Section 7.** No available balance in the Manchester School Capital Projects Expendable Trust shall be utilized for any purpose other than those authorized herein, without the specific approval of 2/3 of the Aldermen-elect.



# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Amending a Resolution establishing a Manchester School District Facilities Maintenance and Repair Expendable Trust."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

**Section 1.** That, in accordance with the provisions of RSA 198:20-C, a Manchester School District Facilities Maintenance and Repair Expendable Trust be established into which shall be deposited up to \$25,000.00 from the Fiscal year 2004 appropriation surplus. At the close of each fiscal year, commencing with fiscal year 2005, any surplus in the school district's budget line items for facilities maintenance and repair, as determined by the school district's yearly independent audit, shall be transferred into the School District Facilities Maintenance and Repair Expendable Trust subject to the limits set forth in section 5.

**Section 2.** That amounts in the Manchester School District Facilities Maintenance and Repair Expendable Trust shall be placed in the custody of the Trustees of Trust Funds. Such funds may be deposited or invested in such a manner as is lawful for the deposit or investment of funds belonging to the City, except as may otherwise be provided by Resolution of the Board of School Committee.

**Section 3.** That funds in the Manchester School District Facilities Maintenance and Repair Expendable Trust, shall only be expended for facilities maintenance and repair costs in excess of those line items for facilities maintenance and repair in the current or prior fiscal year's school district budget, whichever is higher. The school district budget shall mean that budget or revised budget adopted by the Board of School Committee pursuant to Section 6.06 of the Manchester City Charter.

**Section 4.** For the first three fiscal years after the adoption of this resolution no more than 25% of the funds held in the Manchester School District Facilities Maintenance and Repair Expendable Trust shall be expended in any one fiscal year, thereafter no more than 50% of the funds held in the Manchester School District Facilities Maintenance and Repair Expendable Trust shall be expended in any one fiscal year.

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# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

“Amending a Resolution establishing a Manchester School District Facilities Maintenance and Repair Expendable Trust.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

**Section 5.** The funds in the Manchester School District Facilities Maintenance and Repair Expendable Trust shall not exceed an amount equal to line items for facilities maintenance and repair in the school district’s budget for the prior fiscal year.

**Section 6.** The Board of School Committee, upon 2/3 vote of its entire membership, shall have the authority to expend funds in the Manchester School District Facilities Maintenance and Repair Expendable Trust subject to the conditions and restrictions contained herein.

**Section 7.** No available balance in the Manchester School District Facilities Maintenance and Repair Expendable Trust shall be utilized for any purpose other than those authorized herein, without the specific approval of 2/3 of the Aldermen-elect.

# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Amending a Resolution establishing a Manchester School District Health Maintenance Expendable Trust."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

**Section 1.** That, in accordance with the provisions of RSA 198:20-C, a Manchester School District Health Maintenance Expendable Trust be established into which shall be deposited up to \$50,000.00 from the Fiscal year 2004 appropriation surplus. At the close of each fiscal year, commencing with fiscal year 2005, any surplus in the school district's budget line items for health insurance claim costs or health insurance premiums, as determined by the school district's yearly independent audit, shall be transferred into the School District Health Maintenance Expendable Trust subject to the limits set forth in section 5.

**Section 2.** That amounts in the Manchester School District Health Maintenance Expendable Trust shall be placed in the custody of the Trustees of Trust Funds. Such funds may be deposited or invested in such a manner as is lawful for the deposit or investment of funds belonging to the City, except as may otherwise be provided by Resolution of the Board of School Committee.

**Section 3.** That funds in the Manchester School District Health Maintenance Expendable Trust, shall only be expended for health insurance claim costs or health insurance premiums cost in excess of those line items for health insurance claim costs or health insurance premiums in the current or prior fiscal year's budget, whichever is higher. The school district budget shall mean that budget or revised budget adopted by the Board of School Committee pursuant to Section 6.06 of the Manchester City Charter.

**Section 4.** For the first three fiscal years after the adoption of this resolution no more than 25% of the funds held in the Manchester School District Health Maintenance Expendable Trust shall be expended in any one fiscal year, thereafter no more than 50% of the funds held in the Manchester School District Health Maintenance Expendable Trust shall be expended in any one fiscal year.

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# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

“Amending a Resolution establishing a Manchester School District Health Maintenance Expendable Trust.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

**Section 5.** The funds in the Manchester School District Health Maintenance Expendable Trust shall not exceed 25% of the prior fiscal years budget line items for health insurance claim costs or health insurance premiums.

**Section 6.** The Board of School Committee, upon 2/3 vote of its entire membership, shall have the authority to expend funds in the Manchester School District Health Maintenance Expendable Trust subject to the conditions and restrictions contained herein.

**Section 7.** No available balance in the Manchester School District Health Maintenance Expendable Trust shall be utilized for any purpose other than those authorized herein, without the specific approval of 2/3 of the Aldermen-elect.

# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Amending a Resolution establishing a Manchester School District Athletic Equipment Expendable Trust."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

**Section 1.** That, in accordance with the provisions of RSA 198:20-C, a Manchester School District Athletic Equipment Expendable Trust be established into which shall be deposited up to \$25,000.00 from the Fiscal year 2004 appropriation surplus. At the close of each fiscal year, commencing with fiscal year 2005, any surplus in the school district's budget line items for athletic equipment, as determined by the school district's yearly independent audit, shall be transferred into the School District Athletic Equipment Expendable Trust subject to the limits set forth in section 5.

**Section 2.** That amounts in the Manchester School District Athletic Equipment Expendable Trust shall be placed in the custody of the Trustees of Trust Funds. Such funds may be deposited or invested in such a manner as is lawful for the deposit or investment of funds belonging to the City, except as may otherwise be provided by Resolution of the Board of School Committee.

**Section 3.** That funds in the Manchester School District Athletic Equipment Expendable Trust, shall only be expended for athletic equipment costs in excess of those line items for athletic equipment in the current or prior fiscal year's school district budget, whichever is higher. The school district budget shall mean that budget or revised budget adopted by the Board of School Committee pursuant to Section 6.06 of the Manchester City Charter.

**Section 4.** For the first three fiscal years after the adoption of this resolution no more than 25% of the funds held in the Manchester School Athletic Equipment Expendable Trust shall be expended in any one fiscal year, thereafter no more than 50% of the funds held in the Manchester School District Athletic Equipment Expendable Trust shall be expended in any one fiscal year.

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# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

“Amending a Resolution establishing a Manchester School District Athletic Equipment Expendable Trust.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

**Section 5.** The funds in the Manchester School District Athletic Equipment Expendable Trust shall not exceed an amount equal to line items for athletic equipment in the school district's budget for the prior fiscal year.

**Section 6.** The Board of School Committee, upon 2/3 vote of its entire membership, shall have the authority to expend funds in the Manchester School District Athletic Equipment Expendable Trust subject to the conditions and restrictions contained herein.

**Section 7.** No available balance in the Manchester School Athletic Equipment Expendable Trust shall be utilized for any purpose other than those authorized herein, without the specific approval of 2/3 of the Aldermen-elect.

# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Amending a Resolution establishing a Manchester School District Special Education Expendable Trust."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

**Section 1.** That, in accordance with the provisions of RSA 198:20-C, a Manchester School District Special Education Expendable Trust be established into which shall be deposited up to \$50,000.00 from the Fiscal year 2004 surplus. At the close of each fiscal year, commencing with fiscal year 2005, any surplus in the school district's budget line items for special education out of pocket tuition, transportation and other costs associated with special education matters, as determined by the school district's yearly independent audit, shall be transferred into the School District Special Education Expendable Trust subject to the limits set forth in section 5.

**Section 2.** That amounts in the Manchester School District Special Education Expendable Trust shall be placed in the custody of the Trustees of Trust Funds. Such funds may be deposited or invested in such a manner as is lawful for the deposit or investment of funds belonging to the City, except as may otherwise be provided by Resolution of the Board of School Committee.

**Section 3.** That funds in the Manchester School District Special Education Expendable Trust, shall only be expended for special education out of pocket tuition, transportation and other costs associated with special education matters in excess of those line items for special education out of pocket tuition, transportation and other costs associated with special education matters in the current or prior fiscal year's school district budget, whichever is higher. The school district budget shall mean that budget or revised budget adopted by the Board of School Committee pursuant to Section 6.06 of the Manchester City Charter.

**Section 4.** For the first three fiscal years after the adoption of this resolution no more than 25% of the funds held in the Manchester School District Special Education Expendable Trust shall be expended in any one fiscal year, thereafter no more than 50% of the funds held in the Manchester School District Health Maintenance Expendable Trust shall be expended in any one fiscal year.

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# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Amending a Resolution establishing a Manchester School District Special Education Expendable Trust."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

**Section 5.** The funds in the Manchester School District Special Education Expendable Trust shall not exceed an amount equal to line items for special education out of pocket tuition, transportation and other costs associated with special education matters in the school districts budget for the prior fiscal year.

**Section 6.** The Board of School Committee, upon 2/3 vote of its entire membership, shall have the authority to expend funds in the Manchester School District Special Education Expendable Trust subject to the conditions and restrictions contained herein.

**Section 7.** No available balance in the Manchester School District Special Education Expendable Trust shall be utilized for any purpose other than those authorized herein, without the specific approval of 2/3 of the Aldermen-elect.

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# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

“Amending the FY 2004 Community Improvement Program, authorizing and appropriating funds in the amount of Seven Hundred Seventy Thousand Dollars (\$770,000) for FY2004 CIP 713204 Public Works ROW Improvement Project.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2004 CIP as contained in the 2004 CIP budget; and

WHEREAS, Table 4 contains all sources of General Obligation Bond funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen desires to expedite the Budgeting and Bond Authorization process for the Public Works ROW Improvement Project in order to complete the project in a timely manner this construction season;

NOW, THEREFORE, be it resolved that the 2004 CIP be amended as follows:

**By adding:**

FY2004 713204 – Public Works ROW Improvement Project - \$720,000 Bond, \$50,000 Other

Resolved, that this Resolution shall take effect upon its passage.

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# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Amending the FY 2000 and 2003 Community Improvement Programs, transferring, authorizing and appropriating funds in the amount of Forty Seven Thousand Three Hundred Fifty Eight Dollars (\$47,358) for FY2003 CIP 610403 Downtown Municipal Infrastructure Project."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2000 and 2003 CIP as contained in the 2000 and 2003 CIP budget; and

WHEREAS, Table 2 contains all sources of Community Development Block Grant, Emergency Shelter Grant and Home funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen desires to provide additional funding to finance the shortfall for the Downtown Municipal Infrastructure Lowell Street Reconstruction Pproject; and

WHEREAS, fund balances in the amount of \$47,358 exist in the completed 1037 Elm Street project;

NOW, THEREFORE, be it resolved that the 2000 and 2003 CIP be amended as follows:

**1. By decreasing:**

FY2000 650200 – 1037 Elm Street Project - \$47,358 CDBG  
(from \$880,000 CDBG to \$832,642 CDBG)

**and by increasing:**

FY2003 610403 – Downtown Municipal Infrastructure Project- \$47,358 CDBG  
(from \$150,000 CDBG to \$197,358 CDBG)

Resolved, that this Resolution shall take effect upon its passage.

# City of Manchester New Hampshire

*In the year Two Thousand and Four*

## A RESOLUTION

"Amending the FY 2004 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Twenty Five Thousand Ninety Eight Dollars and Ninety Eight Cents (\$25,098.98) for FY2004 CIP 510604 Neighborhood Playground Rehabilitation Project."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2004 CIP as contained in the 2004 CIP budget; and

WHEREAS, Table 2 contains all sources of Community Development Block Grant, Emergency Shelter Grant and Home funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen desires to provide funding to effect certain improvements at Sheridan Emmett Park; and

WHEREAS, fund balances in the amount of \$25,098.98 remain in the 2004 School Recreational Facilities project;

NOW, THEREFORE, be it resolved that the 2004 CIP be amended as follows:

**1. By decreasing:**

FY2004 310204 – School Recreational Facilities Project - \$25,098.98 CDBG  
(from \$100,000 CDBG to \$74,901.02 CDBG)

**and by increasing:**

FY2004 510604 – Neighborhood Playground Rehabilitation Project- \$25,098.98 CDBG  
(from \$210,000 CDBG to \$235,098.98 CDBG)

Resolved, that this Resolution shall take effect upon its passage.